

The Honorable Benjamin H. Settle

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

SEIU HEALTHCARE 1199NW,
a labor organization

Plaintiff,

v.

PROVIDENCE HEALTH & SERVICES,
d/b/a Providence SoundHomeCare and
Hospice.

Defendant.

Case No. 3:19-cv-05628-BHS-TLF

FIRST AMENDED COMPLAINT

COMES NOW PLAINTIFF, SEIU Healthcare 1199NW, by and through its attorneys,
and brings this action against Providence Health & Services, d/b/a Providence
SoundHomeCare and Hospice alleging as follows:

I. INTRODUCTION

1.1 This action is filed by SEIU Healthcare 1199NW (“Union” or “SEIU 1199NW”
or “Plaintiff”) under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a),
for enforcement of a contract/collective bargaining agreement (“CBA”) between the Union and

1 Providence Health & Services, d/b/a Providence SoundHomeCare and Hospice (“Sound” or
2 “Employer” or “Defendant”).

3 II. JURISDICTION AND VENUE

4 2.1 Jurisdiction of this matter is in this Court pursuant to Section 301 of the Labor
5 Management Relations Act, 29 U.S.C. §§ 185(a) and (c) and 28 U.S.C. §§ 1331 and 1337. For
6 all relevant periods, the Union’s officers and agents have been engaged in representing
7 employees in this judicial district in Olympia, Washington; Sound has conducted business out
8 of its facility in this judicial district in Olympia, Washington; and the events forming the basis
9 of this action occurred in this judicial district.
10

11 2.2 Venue is proper in this judicial district by virtue of 29 U.S.C. § 185(a) and 28
12 U.S.C. § 1391(b) because the Defendant resides in this district; the matters and acts giving rise
13 to this Complaint occurred within this judicial district; and the CBA the Union seeks to enforce
14 was negotiated within this judicial district.

15 III. PARTIES

16 3.1 Plaintiff SEIU 1199NW is a labor organization, as that term is defined under the
17 Labor Management Relations Act, 29 U.S.C. § 152(5), headquartered in Renton, Washington.
18 SEIU 1199NW represents employees in this judicial district.
19

20 3.2 Defendant Sound is a Washington corporation doing business within the State of
21 Washington and this judicial district, and for all relevant time periods is and was an employer,
22 as that term is defined under the Labor Management Relations Act, 29 U.S.C. § 152(2) and
23 was engaged in an industry affecting commerce as defined by the Labor Management
24 Relations Act, 29 U.S.C. § 142. At all relevant times, Sound has conducted business at its
25

1 facility in Olympia, Washington. Sound's headquarters and principal place of business are in
2 this judicial district.

3 IV. FACTUAL ALLEGATIONS

4 4.1 In August 2017, Sound and the Union entered into a CBA. The CBA sets forth
5 the wages, hours, and working conditions for Union-represented employees at Sound. By its
6 terms, this CBA is effective at 12:01 am on the first day of the first pay period beginning on or
7 after ratification through and including 11:59 pm on August 31, 2020. The CBA was ratified in
8 August 2017. The CBA is attached as **Exhibit A** and is incorporated herein by reference.
9

10 4.2 Sound is a provider of home care and hospice services to people in Mason,
11 Lewis, and Thurston counties in Washington State. Patients of the Employer are primarily
12 people who are sick and/or dying. Union-represented employees provide mostly in-home
13 nursing, therapy, and other care to these patients.

14 4.3 Union-represented employees at Sound include but are not limited to Registered
15 Nurses ("RNs"), Licensed Practical Nurses ("LPNs") , Social Workers, Occupational
16 Therapists, Physical Therapists, Home Health Aides, Physical Therapy Assistants, and
17 Bereavement Services Counselors.
18

19 4.4 Union-represented employees at Sound work on a Home Health team and/or a
20 Hospice team.

21 4.5 Geoff Bate is and during all relevant periods was employed by the Union as a
22 Lead Organizer. His duties include grievance processing for Union-represented Sound
23 employees.
24
25

1 4.6 Connie Banas is and during all relevant periods was employed by the Employer
2 as a Human Resources Client Manager. Her duties include the processing of grievances filed
3 by the Union. She is also involved in personnel decisions, including staffing, at the Employer.

4 4.7 Kara Evans is and during all relevant periods was employed by the Employer as
5 Hospice Clinical Manager. Her duties include responding to grievances filed by the Union. She
6 is involved in personnel decisions, including staffing, at the Employer.

7 4.8 Jill Moynihan is and during all relevant periods was employed by the Employer
8 as Home Health Director. Her duties include responding to grievances filed by the Union. She
9 is involved in personnel decisions, including staffing, at the Employer.

10 4.9 Catherine Koziar is and during all relevant periods was employed by the
11 Employer as Hospice Director. Her duties include responding to grievances filed by the Union.
12 She is involved in personnel decisions, including staffing, at the Employer.

13 4.10 Nancy Rickerson Nohavec is and during all relevant periods was employed by
14 Providence Home and Community Care as Chief, Home Health Services. Her duties include
15 responding to grievances filed by the Union. She is involved in personnel decisions, including
16 staffing, at the Employer.

17 4.11 The CBA contains a Letter of Understanding ("LOU") at pages 40-43 that states:
18
19 The Employer will make a good faith effort to adjust daily patient assignments based on
20 patient care and/or departmental needs and in consideration for time spent:

- 21
- 22 • On day of Team Meetings
 - 23 • New Admit (Home Health) – unless there is a designated Admissions Clinician (Hospice)
 - 24 • Recertification
 - 25 • Resumption of care (Oasis Home Health – return from the hospital)
 - For miles traveled
 - Evidence based on high acuity patients.

1 4.12 The CBA contains a grievance procedure in Article 16 that culminates in final
2 and binding arbitration. The CBA states at Article 16.3 that “[t]he arbitrator shall have no
3 authority to decide staffing issues.” The LOU in the CBA provides that “[t]he determination of
4 staffing/caseload/productivity requirements shall not be subject to grievance and/or
5 arbitration....”
6

7 4.13 The parties’ CBA at Article 14 establishes a Labor-Management Committee to
8 assist with issues of mutual concern. Pursuant to the LOU in the CBA, the Committee is
9 required to discuss staffing and the process by which daily patient assignments are made.
10

11 4.14 Prior to October 28, 2018, and continuing, the Employer required and requires
12 specific numeric daily and weekly caseload/visit expectations for Union-represented Sound
13 employees. These caseload/visit expectations are reflected in and result in the daily patient
14 assignments made by the Employer to Union-represented employees. Such employees are
15 expected to achieve these daily and weekly caseload/visit expectations, and their productivity
16 is evaluated on whether they achieve these daily and weekly caseload/visit expectations, as
17 reflected in their daily and weekly patient assignments.

18 4.15 Prior to October 28, 2018, and continuing, the Employer, through including but
19 not limited to its representatives named in paragraphs 4.6 to 4.10, did not make and has not
20 made a good faith effort to adjust daily patient assignments based on patient care and/or
21 departmental needs and in consideration for time spent on new admits (for Home Health),
22 unless there was or is a designated Admission Clinician (for Hospice). During the term of the
23 parties’ CBA, the Employer has not consistently adjusted daily and weekly caseload/visit
24 expectations, which result in daily patient assignments, for all Union-represented employees in
25

1 consideration for time spent on new admits (for Home Health), unless there was or is a
2 designated Admission Clinician (for Hospice).

3 4.16 Prior to October 28, 2018, and continuing, the Employer, through including but
4 not limited to its representatives named in paragraphs 4.6 to 4.10, did not make and has not
5 made a good faith effort to adjust daily patient assignments based on patient care and/or
6 departmental needs and in consideration for time spent on recertification. During the term of
7 the parties' CBA, the Employer has not adjusted daily and weekly caseload/visit expectations,
8 and the attendant daily patient assignments, for Union-represented employees for time spent on
9 recertification.
10

11 4.17 Prior to October 28, 2018, and continuing, the Employer, through including but
12 not limited to its representatives named in paragraphs 4.6 to 4.10, did not make and has not
13 made a good faith effort to adjust daily patient assignments based on patient care and/or
14 departmental needs and in consideration for time spent on resumption of care. During the term
15 of the parties' CBA, the Employer has not consistently adjusted daily and weekly
16 caseload/visit expectations, which result in daily patient assignments, for all Union-represented
17 classifications in consideration for time spent on resumption of care for Oasis Home Health –
18 return from the hospital.
19

20 4.18 Prior to October 28, 2018, and continuing, the Employer, through including but
21 not limited to its representatives named in paragraphs 4.6 to 4.10, did not make and has not
22 made a good faith effort to adjust daily patient assignments based on patient care and/or
23 departmental needs and in consideration for miles travelled. During the term of the parties'
24 CBA, the Employer has not consistently adjusted daily and weekly caseload/visit expectations,
25

1 which result in daily patient assignments, for all Union-represented classifications to account
2 for miles travelled.

3 4.19 Prior to October 28, 2018, and continuing, the Employer, through including but
4 not limited to its representatives named in paragraphs 4.6 to 4.10, did not make and has not
5 made a good faith effort to adjust daily patient assignments based on patient care and/or
6 departmental needs and in consideration for time spent with evidence based high acuity
7 patients. During the term of the parties' CBA, the Employer has not adjusted daily and weekly
8 caseload/visit expectations, and attendant daily patient assignments, for Union-represented
9 employees for time spent with evidence-based high acuity patients. These are patients,
10 including but not limited to patients needing wound care, that require more of an employee's
11 time to provide appropriate care.
12

13 4.20 On or about October 28, 2018, the Union properly and timely filed a grievance
14 on behalf of all Sound bargaining unit members, naming grievants Cheryl Harper (LPN
15 Clinical Coordinator), Toni Tabor (RN), Veronica Villanueva (Volunteer Coordinator), and
16 Barb Graisy-Adams (Bereavement Counselor). The grievance alleges a violation of the parties'
17 CBA, including but not limited to the LOU. The grievance alleges that Sound "has not made a
18 good faith effort to adjust daily patient assignments based on factors described in the Letter of
19 Understanding, including but not limited to miles traveled and evidence based high acuity
20 patients."
21

22 4.21 As set forth in the Union's grievance, the Employer has breached and violated
23 the parties' CBA, including but not limited to the LOU provisions cited in paragraph 4.10.

24 4.22 As a result of the Employer's CBA violation, Union-represented employees at
25 Sound have been harmed, including but not limited to by being assigned daily patient

1 assignments that are higher than what they would be assigned if the Employer followed the
2 LOU in the CBA.

3 4.23 On or about December 10, 2018, on behalf of the Employer, Evans issued a
4 written Step One grievance response denying the grievance and stating that “[t]his issue is not
5 subject to the grievance process. In addition, it does not violate the contract.”

6 4.24 The Union timely advanced the grievance to Step Two of the grievance process
7 in the CBA. The parties held a Step Two grievance meeting on or about December 17, 2018.

8 4.25 On or about January 4, 2019, on behalf of the Employer, Moynihan issued a Step
9 Two grievance response, denying the grievance and stating “[t]here is no contract violation
10 here.”

11 4.26 The Union timely advanced the grievance to Step Three of the grievance process
12 in the CBA. The parties held a Step Three grievance meeting on or about January 29, 2019.

13 4.27 The Union timely advanced the grievance to arbitration on February 9, 2019.
14 Arbitration is the final step of the grievance process in the parties’ CBA.

15 4.28 On or about February 11, 2019, on behalf of the Employer, Nohavec issued a
16 Step Three grievance response, denying the grievance and stating “we are in compliance with
17 both the language and the spirit of the contract and letter of agreement.”

18 4.29 The parties, through their representatives, selected Arbitrator Shelly C. Shapiro
19 to arbitrate the grievance pursuant to the procedure in the CBA. Arbitrator Shapiro accepted
20 the appointment on or about March 28, 2019.

21 4.30 On May 6, 2019, Arbitrator Shapiro issued a ruling on substantive arbitrability,
22 stating “Sound’s position that the parties did not agree to submit the issue underlying this
23 grievance to arbitration is sustained.” She further stated that “Sound[’s] request that a hearing
24
25

1 not be scheduled here, based on its position that arbitrators do not have subject matter
2 jurisdiction to do so, is granted.”

3 4.31 The Union exhausted the grievance process in the parties’ CBA.

4 4.32 Sound has breached the parties’ CBA, necessitating the Union to incur attorneys’
5 fees and costs in filing and litigating this suit.

6
7 **V. CLAIMS FOR RELIEF**

8 5.1 Plaintiff re-alleges and incorporates by reference the allegations made in
9 paragraphs 1.1 through 4.32.

10 5.2 Sound’s failure to make a good faith effort to adjust daily patient assignments
11 based on factors described in the LOU breaches and violates the CBA.

12 5.3 Pursuant to Section 301 of the Labor Management Relations Act, 29 U.S.C. §
13 185(a), this Court is empowered and should compel Sound to fulfill its contractual obligations.

14 **VI. FIRST CAUSE OF ACTION: LMRA § 301 - BREACH OF CONTRACT**

15 6.1 The Union realleges paragraphs 1.1 through 5.3.

16 6.2 Sound has violated and breached its agreements with the Union including but not
17 limited to its agreement to make a good faith effort to adjust daily patient assignments based on
18 the factors described in the LOU.

19 6.3 This breach has injured the Union and its members.

20 **VII. SECOND CAUSE OF ACTION: ATTORNEYS’ FEES AND COSTS**

21 7.1 The Union realleges paragraphs 1.1 through 6.3.

22 7.2 Pursuant to federal common law and statutes, Sound is obligated to pay the
23 Union its reasonable attorneys’ fees and costs incurred in bringing and litigating this suit, based
24
25

upon including but not limited to Sound's bad faith and unreasonableness in breaching the parties' CBA.

VIII. PRAYER FOR RELIEF

WHEREFORE, the Union prays for relief as follows:

1. An Order compelling Sound to be bound by and follow the language in the CBA that the Employer will make a good faith effort to adjust daily patient assignments based on the factors set forth in the LOU to the CBA.

2. An Order requiring Sound to participate in Joint Labor-Management development and implementation of a system for making and tracking adjustments to daily patient assignments based on consideration of time spent for all six factors required under the CBA: (a) Team Meetings; (b) New Admits (Home Health), unless there is a designated Admissions Clinician (Hospice); (c) Recertification; (d) Resumption of care; (e) Miles traveled; and (f) Evidence based on high acuity patients.

3. An Order requiring Sound to pay the reasonable attorneys' fees and costs the Union has incurred and incurs in bringing and litigating this suit.

4. Such other and further relief as the Court deems just and equitable.

DATED this 20th day of August, 2019.

DOUGLAS DRACHLER MCKEE & GILBROUGH

/s/Kristen Kussmann

Kristen Kussmann, WSBA #30638

Amy Bowles, WSBA # 33541

1904 Third Ave., Ste. 1030

Seattle, WA 98101

Phone: (206) 623-0900, Fax: (206) 623-1432

kristenk@ddmglaw.com

amyb@ddmglaw.com

Attorneys for Plaintiff SEIU 1199NW

CERTIFICATE OF SERVICE

I certify that on August 20, 2019 I am electronically filing the foregoing with the Clerk of Court using the CM/ECF system, which I understand sends notification to all counsel of record. I am also emailing the foregoing to:

Paula Lehmann
paulalehmann@dwt.com

Joe Wonderly
joewonderly@dwt.com

Dated this 20th day of August, 2019.

/s/ Kristen Kussmann
Kristen Kussmann

EXHIBIT A

Agreement between
SEIU Healthcare 1199NW and Providence Health &
Services

Providence SoundHomeCare and Hospice

2017 - 2019



SEIUHealthcare®
United for Quality Care

10/1/19 10:10:10 AM 10/1/19 10:10:10 AM 10/1/19 10:10:10 AM

10/1/19 10:10:10

Agreement between
SEIU Healthcare 1199NW and Providence Health &
Services

**Providence SoundHomeCare
and Hospice**

August 6, 2017 – August 31, 2020

PREAMBLE	7
ARTICLE 1 - RECOGNITION.....	7
1.1 Bargaining Unit.....	7
1.2 New Positions.....	7
ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION.....	7
2.1 Membership.....	7
2.1.1 Religious Objection	7
2.1.2 Hold Harmless.....	7
2.1.3 Notification.....	7
2.2 Dues Deduction.....	7
2.3 Bargaining Unit Roster.....	8
2.4 Job Descriptions.....	9
2.5 Contract.....	9
ARTICLE 3 - UNION REPRESENTATIVES.....	9
3.1 Access to Premises.....	9
3.2 Officers/Delegates.....	9
3.3 Bulletin Boards.....	9
3.4 Meeting Rooms.....	9
3.5 Orientation.....	9
3.6 Negotiations.....	9
3.7 Employee participation in Union Activities.....	10
ARTICLE 4 - DEFINITIONS	10
4.1 Full-Time Employee.....	10
4.2 Part-Time Employee.....	10
4.3 Per Diem Employee.....	10
4.4 Probationary Employee.....	10
4.5 Regular Rate of Pay.....	10
4.6 Length of Service.....	10
4.7 Preceptor.....	11
ARTICLE 5 - EMPLOYMENT PRACTICES	11
5.1 Non-Discrimination.....	11
5.2 Notice of Resignation.....	11
5.3 Discipline and Discharge.....	11
5.4 Personnel File.....	12

5.5	Transportation.	12
5.6	Parking.	12
5.7	Evaluations.	12
5.8	Communication.	13
5.9	Job Openings.	13
5.10	Staffing.	13
5.11	Recognition of Treatable Problems.	13
ARTICLE 6 - SENIORITY		14
6.1	Definition.	14
6.1.1	Transfer from Other Providence Health System Facilities.....	14
6.1.2	Internal Upgrade.	14
6.1.3	Seniority Rights of Non-Bargaining Unit Employees.....	14
6.2	Layoff Defined.	14
6.3	Layoff Notification.....	15
6.4	Job Classification Layoff.	15
6.5	Restructuring.	16
6.6	Orientation of Current Employees.	16
6.7	Seniority Rosters.	16
6.8	Recall.....	16
6.9	Termination.	17
6.10	Low Census.	17
6.11	Floating.	18
6.12	Change in FTE Status.	18
6.13	Comparable Job.	19
ARTICLE 7 - HOURS OF WORK AND OVERTIME		19
7.1	Work Day.	19
7.2	Work Period.	19
7.3	Work Schedules.....	19
7.4	Alternative Work Schedules.....	19
7.5	Overtime.....	19
7.6	Meal/Rest Periods.	20
7.7	Report Pay.	20
7.9	Rest Between Shifts.	20
7.10	Shift Rotation.....	21

ARTICLE 8 – COMPENSATION	21
8.1 Wage Rates.....	21
8.2 Wage Increases.....	21
8.3 Longevity Step Advancement.	21
8.4 Hire-In Rates.	21
ARTICLE 9 - OTHER COMPENSATION.....	22
9.1 Shift Differential	22
9.2 Standby Pay.....	22
9.3 Callback Pay.....	22
9.4 Charge Nurse Pay.....	23
9.5 Preceptor Pay.....	23
9.6 Lead Pay.....	23
9.7 Weekend Premium Pay	23
9.8 Change in Classification.....	23
9.9 Mileage.....	23
9.10 Telephone Standby.	23
9.11 Geographic Change.	23
ARTICLE 10 - PTO/EIB	24
10.1 Paid Time Off/Extended Illness Bank.	24
10.2 Extended Illness Bank (EIB).	25
10.3 PTO Scheduling.....	25
10.3.1 PTO – Request.	26
10.3.2 PTO Prime Time.....	26
10.4 Work on Holidays.....	26
10.5 Rotation of Holiday Work.	27
10.6 Payment Upon Resignation.	27
10.7 Pay Rate.....	27
10.8 Notification.....	27
10.9 Proof of Illness.....	27
10.10 Return to Work.	28
ARTICLE 11 - HEALTH AND SAFETY.....	28
11.1 Health & Safety.	28
11.2 Health and Safety Protections.....	28
ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS	29

12.1	Health, Life and Long-Term Disability	29
12.2	Other Insurance.....	29
12.3	Retirement Plan.	29
12.4	Tax Deferred Annuity/Matching Plan	29
12.5	Plan Changes.	29
ARTICLE 13 - LEAVES OF ABSENCE.....		29
13.1	In General.	29
13.2	Maternity Leave.....	30
13.3	Family Leave.	30
13.4	Washington Family Care Act.	30
13.5	Military Leave.	31
13.6	Jury Duty.	31
13.6.1	Witness Leave.....	31
13.7	Bereavement Leave.	31
13.8	Leave Without Pay.	31
13.9	Leave With Pay.	31
13.10	Return From Leave.....	31
ARTICLE 14 – COMMITTEES.....		32
14.1	Labor-Management Committee.....	32
14.2	Compensation.	32
14.3	Health & Safety.	32
ARTICLE 15 - STAFF DEVELOPMENT.....		32
15.1	Orientation	32
15.2	In-Service Education.	32
15.3	Approved Expenses.....	33
15.4	Education Leave/Professional Leave Time.	33
15.5	Continuing Education and Professional Development Expenses.....	33
ARTICLE 16 - GRIEVANCE PROCEDURE		34
16.1	Grievance Defined.....	34
16.2	Time Limits.	34
16.3	Grievance Procedure.....	35
ARTICLE 17 - MANAGEMENT RIGHTS		36
17.1	Management Rights.....	36
ARTICLE 18 - UNINTERRUPTED PATIENT CARE.....		37

18.1	No Strike – No Lockout.....	37
ARTICLE 19 - GENERAL PROVISIONS		37
19.1	State and Federal Laws.....	37
19.2	Amendments.....	37
19.3	Past Practices.	37
19.4	Complete Understanding.	37
ARTICLE 20 - DURATION		38
LETTER OF UNDERSTANDING		40
Union Membership:		40
Returning Injured Workers Back to Work.....		40
Labor Management Committee.		40
Staffing.....		41
Signing Bonus.....		42
Base Step.....		42
2017 & 2018 Medical Benefits		42
Appendix “A”		44
Appendix “B”		45
Appendix “C”		51
Appendix “D”		52
Appendix “E”		54
Appendix “F”		56

PREAMBLE

This Agreement is made and entered into by and between Providence SoundHomeCare and Hospice (referred to below as the “Employer” or “Agency”) and District 1199 NW, Hospital and Health Care Employees Union, SEIU (referred to below as the “Union”).

The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem employees employed in the classifications of work set out in Appendix A; excluding confidential, supervisory and management positions.

1.2 New Positions. New job classifications established during the term of this Agreement will be covered by this Agreement unless they are not within the Union’s jurisdiction established by the description of its bargaining unit. The Union will be notified of any new classifications within these parameters established by the Employer.

ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership. It shall be a condition of employment that all employees covered by this Agreement shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. “In good standing,” for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis.

2.1.1 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.1.2 Hold Harmless. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee’s employment pursuant to this Article.

2.1.3 Notification. The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

2.2 Dues Deduction. During the term of the Agreement, the Employer will deduct dues

or Agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order.

Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues or Agency fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other forms of liability that may arise against the Employer for (or on account of) any deduction made from the wages of an employee.

2.2.1 COPE Check Off. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off.

2.3 Bargaining Unit Roster. - Upon the signing of this Agreement, and every three months thereafter, the Employer will provide the Union a list of all employees covered by this Agreement. The list will be e-mailed to the Union.

The list will include: names, addresses, employee ID numbers, hire dates, FTE's, job classification, step, facility location (working in or out of), gross earnings (year to date) hourly rates of pay for each employee and actual hours paid during the month, year-to-date dues deducted.

At the end of each month, for the previous month, the Employer will also provide a list of terminated employees and a list of newly hired employees on the active payroll to include FTE status, rate of pay, job classification, the employee's address and facility location.

2.4 Job Descriptions. The Agency will maintain job descriptions for all positions covered by this Agreement. Copies of these descriptions will be made available to employees and the Union upon request.

2.5 Contract. Upon initial employment, employees will be given a copy of the current Agreement and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employees' lounges or clinical areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and will not interfere with or disturb employees in the performance of their work during working hours and will not interfere with patient care or the normal operation of the Agency.

3.2 Officers/Delegates. The Union will designate its officers, delegates and alternate delegates from among employees in the bargaining unit. These officers and delegates will not be recognized by the Employer until the Union has given the Employer written notice. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business will be conducted only during non- working times, and will not interfere with the work of other employees.'

3.3 Bulletin Boards. Bulletin board space designated by the Employer in each work area will be provided for Union announcements and notification of Union activity. The Union agrees to limit the posting of Union materials to the bulletin boards designated by the Employer. The Union will provide a copy of materials to be posted to the Human Resources Department at the time of posting.

3.4 Meeting Rooms. The Union may use designated meeting rooms of the Employer for meetings of the union with permission from the Employer. This is provided that sufficient advance request for meeting facilities is made and that space is available.

3.5 Orientation. A delegate or designee/officer may meet with new employees following orientation to introduce employees to the Union and the Union contract. The meeting shall not exceed one-quarter (1/4) hour in duration, shall be voluntary and shall be on unpaid time for both the delegate/officer and the new employee.

3.6 Negotiations. Based upon patient care needs, the Employer will make a good faith effort to assist in providing unpaid release time for employees participating in contract negotiations, providing the employee notifies his/her supervisor as soon as the Union has knowledge of future

meeting dates.

3.7 Employee participation in Union Activities. Subject to patient care needs, and subject to manager approval, employees may attend union executive board meetings, officer meetings, delegate meetings and training sessions, district delegate assemblies, or union conventions. The employee may request to use unpaid leave.

ARTICLE 4 - DEFINITIONS

4.1 Full-Time Employee. A full-time employee is any employee who (a) works on a regularly scheduled basis at least forty (40) hours per week and who has (b) successfully completed the required probationary period.

4.2 Part-Time Employee. A part-time employee is any employee who (a) works on a regularly scheduled basis less than forty (40) hours per week and who has (b) successfully completed the required probationary period. Unless otherwise provided for herein, a part-time employee will be compensated in the same manner as a full-time employee.

4.3 Per Diem Employee. A per diem employee is any employee employed to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism.

An employee assigned to an FTE'd position who converts to a per diem position and subsequently returns without a break in service to an FTE'd position shall have their prior seniority reinstated by adjusting their date of hire for the time as a per diem employee. Except for this, per diem employees shall not have seniority.

In bidding for open positions, a per diem employee's date of hire shall be considered as against other per diem employees bidding for the same position.

Per diem employees will be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a ten percent (10%) wage premium in lieu of benefits.

4.4 Probationary Employee. A probationary employee is an employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee will attain regular status unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

4.5 Regular Rate of Pay. Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay will be defined to include: the employee's hourly wage rate, any applicable shift differential (9.1) if regularly assigned to an evening or night shift, lead (9.6) or charge pay (9.4) if regularly assigned as a lead or charge, and per diem premium of ten percent (10%) in lieu of benefits for any employees offered and selecting that optional method of compensation.

4.6 Length of Service. For purposes of this Agreement and the method of computing EIB,

PTO, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" will be defined as 173.3 hours of work, and a "year" will be defined as 2080 hours of work.

Time paid for but not worked (excluding standby pay) will be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis will count as time worked for purposes of computing benefits (other than PTO/EIB) up to 2080 hours in a year.

4.7 Preceptor. A preceptor is an experienced clinician proficient in clinical teaching who is assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of a clinician enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. The preceptor is responsible for the specific, criteria-based and goal-directed training for an identified at least two consecutive days. Clinical management will determine the need for preceptor assignments. The Employer will provide preceptor training. Clinicians assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments and expected level of productivity.

It is understood that clinicians in the ordinary course of their general professional responsibilities will be expected to participate in the orientation process. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new clinicians. Preceptor pay shall not be paid for new employee orientation.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Non-Discrimination. The Employer and the Union agree not to discriminate or condone harassment in any manner in conformance with applicable federal and state laws against any employee by reason of race, color, religion, creed, sex, marital status, national origin, age, sexual orientation, veteran status or membership (or non-membership) in the Union or lawful activities on behalf of the Union.

5.2 Notice of Resignation. Employees will be required to give at least fourteen (14) days' written notice of resignation. This fourteen (14) day notice requirement will not include any PTO/EIB time unless approved by supervision, except in cases of personal family emergency.

Failure to give notice will result in loss of accrued PTO and will make employee ineligible for rehire. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.3 Discipline and Discharge. No full-time or part-time employee will be disciplined or discharged except for just cause.

"Just cause" will be defined to include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension without pay and termination). A copy of all written disciplinary actions will be given to the employee. Employees will be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof.

Progressive discipline will not be applied when the nature of the offense is just cause for immediate suspension or discharge. An employee may request the attendance of a Union representative during any disciplinary or investigative meeting which may lead to disciplinary action.

Written warnings and suspensions shall remain in the employee's personnel file. However, written warnings and suspensions for most infractions shall not be used after two (2) years for the purpose of determining any future progressive discipline.

5.4 Personnel File. Personnel records will be maintained for each employee. Information contained in the personnel record will include among other information relative to the Employee's employment: employment application and supporting materials, performance appraisals, records of payroll activity, and records of disciplinary action.

Once all employees have received training on ProvConnect, documentation regarding rate of pay, job classification, shift, hours of work, reason for termination (whether a quit, discharge or retirement), change in employment status and leaves of absence will be maintained and available to employees.

Upon notifying Human Resources, employees will be allowed to inspect their personnel records. The Employer will make a good faith effort to grant the request within two weekday workdays of the request and in any event inspection will be allowed within a work week from the request. Employees will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or any other material to be included in the personnel file.

Employees may request a copy of any material in the employee's personnel file which is relevant to the Employee's concerns. Requests for duplicate copies will be at the Employee's expense.

5.5 Transportation. Each employee whose assigned duties may require any travel away from the Employer's office will, as a condition of employment, provide their own automobile transportation in order to complete any such assigned duties.

As a condition of continued employment, such employees must maintain a valid driver's license and minimum automobile liability insurance coverage, as required by Washington State.

5.6 Parking. Where free parking is available to the Employer at the office site, free parking will be provided to employees. Any parking charge for parking lot or meter incurred while on agency business will be reimbursed.

5.7 Evaluations. All employees will be formally evaluated in writing prior to completion of the probationary period and annually thereafter. The evaluation is a tool for assessing the professional skills of the employee and for improving and recognizing the employee's performance.

The employee will be given a copy of the evaluation. Employees will be required to sign the evaluation acknowledging the review of the evaluation at the time of the evaluation.

Employees will be given the opportunity to provide a written response to the evaluation which

will be retained with the evaluation in the employee's personnel file.

5.8 Communication. Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. Employees concerned about safety issues should report them to their supervisor and /or the Safety Committee utilizing appropriate agency reporting forms.

5.9 Job Openings. When a job opening occurs within the bargaining unit, seniority will be the determining factor in filling such vacancy; providing that skill, competence, ability and prior job performance are considered equal in the opinion of the Employer, based upon objective job-relevant criteria.

Notice of a position opening in any job classification will be posted online for at least seven (7) consecutive days. Managers will make every effort to inform all employees by email of a new position opening that is different from current posted openings (i.e. a different job classification or location). Preference will be given to employees from that job classification who make a timely bid.

If after seven (7) days, no qualified bargaining unit employee applies for a position, then that position may be offered to someone who is not a member of the bargaining unit.

Lists of all Agency job openings will be updated and posted online. To be considered for a job opening, an employee must complete an online application and submit it to the Employer within the posting period.

If the Employer is unable to transfer an employee to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when the transfer will be expected to occur. All transfers will be made within forty-five (45) days. Any hourly wage increase associated with the transfer shall be effective at the beginning of the first full payroll period following the employee's selection for transfer.

5.10 Staffing. Employees who have concerns about staffing or workload are encouraged to address the issues directly with their supervisor. Many staffing/workload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources.

If the problem continues to occur with regularity, the problem may be referred to the Labor-Management Committee for review and advisory recommendations. The determination of staffing (mix of employees, ratios, numbers) shall not be subject to grievance and arbitration.

5.11 Recognition of Treatable Problems. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained and the employee does not require supervision in a position where working independently is a part of the employee's job responsibilities.

Efforts should be made by the employee to identify these conditions and the treatment options at

an early stage to prevent or minimize erosion in work performance when applicable. The Employer and the Union will encourage and support employee participation in the State substance abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance.

The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued PTO/EIB and/or medical leave of absence under the same terms as other health conditions provided the employee is participating in an approved treatment/rehabilitation program.

It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs.

The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

ARTICLE 6 - SENIORITY

6.1 Definition. Seniority will mean an employee's continuous length of service as an FTE'd employee with the Employer from most recent date of hire. Seniority will not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee will be credited with seniority from most recent date of hire.

6.1.1 Transfer from Other Providence Health System Facilities. Employees transferring to the Employer from other Providence Health System (PHS) facilities will be credited with seniority for time worked as an employee at those facilities for all purposes if they have maintained continuous service.

6.1.2 Internal Upgrade. On occasion, employees with previous, continuous experience with the Employer in one job classification may be promoted to a job classification requiring higher qualifications (e.g. state licensing). For purposes of layoff and recall, employees will be credited with seniority for one-third of the time worked in different job classification. All other internal transfers will be credited with full seniority.

6.1.3 Seniority Rights of Non-Bargaining Unit Employees. Employees outside the bargaining unit will not use their seniority for job bidding or to displace (bump) a bargaining unit employee out of a position during a layoff. After transferring into a bargaining unit position, the employee will not have seniority rights for a period of six (6) months.

6.2 Layoff Defined. A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer resulting from a need for fewer employees as determined by the Employer.

For a list of the job classifications see Appendix A.

6.3 Layoff Notification. Prior to implementing the provisions of this section, the Employer will seek volunteers for layoff or voluntary leaves of absence from among those employees affected by the layoff.

Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff through the completion of the layoff process.

The layoff will be communicated in writing to the Union and to employees in the affected job classification at least twenty-one (21) days prior to the layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control.

Any employee who will be laid off as a result of this process will receive at least fourteen (14) days' advance notice of layoff (or pay in lieu thereof for scheduled work days missed) with a copy of notice given to the Union.

Subject to skill, competence and ability being substantially equal in the opinion of the Employer based upon objective, job-relevant criteria, any temporaries, agency/travelers or probationary employees affected will be the first to be laid off.

Upon request, the parties will meet for the purpose of reviewing the order of layoff.

6.4 Job Classification Layoff. If a layoff is determined by the Employer to be necessary for a given job classification in a specific location, the least senior employee(s) in the job classification in that location will be designated for layoff providing skill, competence and ability are considered substantially equal in the opinion of the Employer, based upon objective job-relevant criteria.

Employees with three (3) or more years of seniority in their job classification who are laid off from their assigned location may exercise their seniority to displace the least senior employee in their classification, in the other locations, provided the displaced employee has less seniority and that skill, competence and ability are considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

If the layoff results in a restructuring of positions within the classification, then Article 6.5 will apply.

Employees who are not assigned a position may select a position from a listing of vacant positions within the Agency, providing the employee is qualified for the position in the opinion of the Employer, or the employee may take voluntary layoff.

An employee may choose voluntary layoff rather than bid on a position.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine which employees will actually be laid off.

An employee may choose to remain on the recall list (6.8) for up to 12 months unless a job

comparable to theirs in rate of pay, shift, job classification, FTE and location becomes available in the interim.

6.5 Restructuring. In the event of a restructure (i.e. hours per day or skill mix) of an existing job classification at a specific location, the Employer will determine the number of full-time and part-time FTE's required for the restructured job classification at that location.

Prior to changing schedule/job assignments, the Employer will meet with the employees of the affected job classification(s) to discuss the reconfiguration of the FTE's and the intended changes.

A listing of the FTE's for the restructured job classification, including any qualification requirements, will be posted in the affected location for a least seven consecutive (7) days. Employees shall submit written preference lists (provided by the Employer) for the posted positions and/or schedules.

Other vacant positions within the Agency will also be posted on the Communication Board at that time.

Based upon these preference lists, the Employer will assign employees to positions in the restructured job classification based upon seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

Employees who are not assigned a position in the restructured job classification may select a position from a listing of vacant positions within the Agency for which the employee is qualified or take layoff and be placed on the recall roster.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine who will actually be laid off.

6.6 Orientation of Current Employees. In the event of a re-bid, an employee will be eligible for a position if in the Employer's opinion, based upon objective job-relevant criteria, the employee can become oriented to the vacant position within four consecutive (4) weeks.

If the employee does not achieve a satisfactory level of performance within the four (4) weeks orientation in the judgment of the Employer, based upon objective job-relevant criteria, the employee will be subject to layoff without further notice.

6.7 Seniority Rosters. If a layoff is announced, a current seniority roster by job classification will be posted on the Communication Board in the affected location(s). A copy will be immediately provided to the Union, along with a listing of any vacant positions.

The listing of the Employer's vacant positions will include job classification, hours of work, shift, location and FTE.

6.8 Recall. Employees on layoff status will be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Subject to the rights of employees who

have not been laid off who have greater seniority, when vacancies occur, employees will be reinstated in the order of those with the most seniority, providing that skill, competency and ability are considered substantially equal in the opinion of the employer, based upon established job-relevant criteria. Any recall of employees out of seniority will be communicated to the Union at the time of the recall. Acceptance of per diem work while on layoff will not affect an employee's recall rights.

Subject to the above qualifications and the requirements of 6.8.1, an employee on layoff will be offered reinstatement to vacant positions in that employee's job classification prior to any employee being newly hired.

6.8.1 Notification to Employer. Employees on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Agency. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten day period following: six (6) and nine (9) months of layoff respectively.

If the employee (a) fails to meet this notification requirement by the specified dates or (b) fails to keep the Employer notified of a current mailing address and home telephone number in writing, then the employee's name will be eliminated from the recall list. This will terminate the Employer's recall commitments.

6.9 Termination. Seniority will terminate (a) upon cessation of the employment relationship (for example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on layoff), (b) after twelve (12) consecutive months of layoff or (c) failure to comply with specified recall procedures (including the failure to comply with the written notification requirements during layoff (6.8.1)).

6.10 Low Census. Low census, for the purpose of this contract, is defined as an agency-wide decline in work resulting in a temporary decrease in staffing.

During temporary periods of low census, the Employer will: first, send home any employees in the affected job classification and location on overtime; second, ask for volunteers to take time off, and third, send home per diems who are on the posted schedule for less than a block of one week. If necessary, then implement the reduced staffing schedule below.

The Employer will endeavor to rotate low census equitably among all employees within a job classification in a given work location, starting with the least senior employee, providing that skills, competence, ability and availability are considered equal in the opinion of the Employer based upon objective, job-relevant criteria. Per diems who are on posted schedules for a block of one week or longer will be part of the rotation,

If an individual volunteers to take a low census day off, that day off will be counted for purposes of the rotation list.

Employees placed on low census will have priority for any standby assignments.

By mutual agreement with the Employer, Employees may agree to trade their positions on the

rotation list with other employees in their job classification and location.

At the employee's discretion, PTO may be used to offset low census hours.

Employer will not place employees on involuntary low census when contract, agency or other service area staff are scheduled to perform work the employees to be low censused is qualified to perform and willing to work.

Employees who are scheduled to work but are either canceled or released from duty due to low census will continue to receive medical and dental insurance coverage. Further, low census hours taken will be considered hours paid for the accrual of all non-retirement benefits.

6.11 Floating.

a. Temporary Reassignment within Providence SoundHomeCare & Hospice.

The employer will make a good faith effort to limit mandatory reassignment of staff to a new geographical location. In the event of a temporary assignment (no more than seven consecutive calendar days) to a new geographical location, the Employer will:

1. First seek volunteers for reassignment to other areas within Providence SoundHomeCare & Hospice;
2. Assign per diems to the temporary assignment;
3. Assign staff with float duties;
4. non-case manager duties;
5. Assign staff with case manager duties. Any case manager assignment will be rotated equitably amongst the staff in that job classification starting with the least senior employee.

Any employee who is given a temporary assignment to a new geographic location will be (a) given a patient load that is appropriate as defined by Letter of Understanding "Labor Management" and "Staffing", with consideration given to the employee's travel time and the type of patients to be cared for (new admissions, etc.); (b) given an assignment that is as geographically contiguous as reasonably possible; and (c) informed of the anticipated duration of the assignment. Any employee who feels that an alternate assignment creates an undue hardship may raise such concern with his/her supervisor, and if not resolved, with the Labor Management Committee.

6.12 Change in FTE Status. If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the job classification and location to accomplish these changes. In the absence of an adequate number of volunteers, the least senior employee(s) in the targeted job classification and location will receive the FTE reduction providing that skill, competence, ability are considered equal in the opinion of the Employer based upon objective job relevant criteria.

Any employee subject to an involuntary- reduction in their FTE will be given preference up to their previous FTE if the Employer seeks to expand the hours of an existing FTE in the

employee's job classification at that location.

Any employee subject to an involuntary reduction in their FTE of greater than a 0.2 FTE, or any involuntary reduction resulting in a loss of employee or dependent medical insurance coverage, will, if they continue working, have the same job rights as employees on the Recall Roster, Article 6.8.

6.13 Comparable Job. For the purpose of layoff, "comparable job" will be defined as within a 0.2 FTE of the employee's current position, in the same location, job classification, rate of pay and shift.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day may consist of eight (8) hours' work to be completed within eight and one-half (8-1/2) consecutive hours, ten (10) hours work to be completed within ten and one-half (10-1/2) consecutive hours or twelve (12) hours work to be completed within twelve and one-half (12-1/2) consecutive hours, in accordance with Appendices D and E.

7.2 Work Period. The normal work period will consist of forty (40) hours of work within a seven (7) day period.

7.3 Work Schedules. Monthly clinical work schedules (i.e. hours and days) will be posted ten (10) days prior to the beginning of the scheduled work period.

With the exception of emergency conditions involving patient care, including an unavailability of qualified clinicians which was not reasonably anticipated at the time of the schedule posting or low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

7.4 Alternative Work Schedules. An alternative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement.

Alternative work schedules may be established in writing by agreement between the Agency and the employee(s) involved. Where work schedules other than the eight (8) hour day schedule are utilized, the Employer shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule after at least thirty (30) days' advance notice to employees.

7.5 Overtime. Overtime will be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond the normal 40 hour work week.

Time paid for but not worked will not count as time worked for purposes of computing overtime pay.

The Employer will not use time off with pay as basis for scheduling an employee for extra hours of work.

Overtime will be computed to the nearest five minutes.

There will be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2x).

All overtime must be pre-approved by the supervisor. The Employer and the Union agree that overtime should be minimized. If overtime is required to meet patient needs, the Employer will endeavor to give time off in the following week for the safety of both the employee and patient.

7.6 Meal/Rest Periods. Meal periods and rest periods will be administered in accordance with state law (WAC 296-126-092). Employees will be allowed an unpaid meal period of one-half (1/2) hour.

Employees required by the Employer to remain on duty during their meal period will be compensated for such time at the appropriate rate of pay.

All employees will be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time.

7.7 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census will receive a minimum of four (4) hours' work at the regular rate of pay or three (3) hours pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least one (1) hour in advance of the scheduled day shift or one and one-half (1 1/2) hours in advance of the scheduled evening or night shift. It shall be the responsibility of the employee to notify the Agency of the employee's current address and telephone number.

7.8 Weekends. The weekend will be defined as that period after 8:00 a.m. Saturday to 8:00 a.m. Monday except for employees whose regular start time is between 6:00 a.m. and 8:00 a.m. whose weekend will end at their regular start time.

The Employer will make a good faith effort to avoid scheduling persons to regularly work weekends who are not regularly scheduled to work weekends.

If weekend work is required above the employee's FTE, the Employer will make a good faith effort to give equivalent unpaid time off in the following week for safety of both employee and patient.

This applies to weekend scheduled backup visits as well as to 24-hour weekend call.

7.9 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to avoid scheduling employees to work away from home with less than 12 hours off duty between such scheduled work assignments. In scheduling work assignments for employees on twelve (12) hour shifts, the Employer will make a good faith effort to avoid scheduling employees to work away from home with less than 10 hours off duty between such scheduled work assignments.

This Section will not apply to time spent for educational purposes, committee meetings, staff

meetings or to time spent on standby and callback assignments performed pursuant to Article 9.

Any work done at an employee's personal residence will not be applied to Article 7.9 unless the employee's personal residence is their designated worksite and the employee is authorized to work beyond the end of their required schedule.

If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

7.10 Shift Rotation. Routine shift rotation (i.e., days, evenings, nights) is not an approach to staffing endorsed by the Employer. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent.

If such an occasion should ever occur, volunteers will be sought first.

If no one volunteers, the Employer will rotate shifts on an inverse seniority basis by classification and location until the staff vacancies are filled.

ARTICLE 8 – COMPENSATION

8.1 Wage Rates. All employees covered by this Agreement will be compensated according to the wage rates outlined in Appendix B. (See attached)

8.2 Wage Increases. Wage increases will be effective the first payroll period following ratification, or the designated date, whichever is later.

Effective the first full pay period following ratification, implement new wage scales as in Appendix B (attached) with new top step at 2.5% above previous top step.

Yr 1: First full pay period following ratification, 2.50%

Yr 2: First full pay period following 2/28/2018, 2.25%

Yr 3: First full pay period following 2/28/2019, 2.25%

Yr 4: First full pay period following 2/28/2020, 1.5%

8.3 Longevity Step Advancement. Advancement from one longevity step to the next shall be effective on the first full pay period following each full-time and part-time employee's anniversary date of hire. Per diem employees will advance following 1664 hours of work.

8.4 Hire-In Rates. Employees hired during the term of this Agreement shall be given a minimum of seventy percent (70%) credit for continuous recent experience in the same job classification and one hundred percent (100%) credit for Providence Health System experience in the same job classification. Registered Nurses, Physical Therapists, Occupational Therapists, and Speech/Language Pathologists, Social Workers and Bereavement Counselors hired during the term of this agreement shall be given 100% credit for continuous recent experience in the same job classification. RNs will receive credit for previous LPN experience; 1 year credit for every 2 years previous LPN experience. Continuous "recent experience" shall be defined as recent and related experience, without a break in service, in the same job classification for an organization determined to be relevant and comparable to the Employer by Human Resources or

the Employer's Executive Director.

8.4.1 If at any time an employee is hired into a position at a rate higher than that of a current employee(s) in the same position with the same or greater experience in the opinion of the Employer, that current employee(s) shall be moved to the same step on the wage scale as the newly hired employee, effective the first full pay period following the hire date of the new employee.

ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential. Employees assigned to work between 4:30 p.m. and 10:00 p.m. will be paid a shift differential per hour over the hourly contract rates of pay as follows:

RN/OT/PT/SLP	\$2.50
LPN/PTA	\$2.50
MSW/Counselor	\$2.25
Home Health Aide	\$2.25
All other positions	\$2.25

Employees assigned to work between 10:00 p.m. and 7:00 a.m. will be paid a shift differential per hour over the hourly contract rates of pay.

RN/OT/PT/SLP	\$3.50
LPN/PTA	\$3.50
MSW/Counselor	\$3.25
Home Health Aide	\$3.25
All other positions	\$3.25

Employees will be paid the shift differential only if four (4) or more hours are worked on the designated shift.

9.2 Standby Pay. Employees placed on standby status off agency premises will be compensated at the rate of three dollars (\$3.00) per hour.

Standby duty will not be counted as hours worked for purposes of computing time between shifts, longevity steps or benefits.

Employees on standby will be provided with signal devices, must respond to pages within fifteen (15) minutes and able to report to work within one (1) hour.

9.3 Callback Pay. Any employee called back to work after completion of the employee's regular work day will be compensated at the applicable rate of pay in addition to any standby pay.

Travel time to and from the Agency shall not be considered time worked. Travel time to and from the patient's residence shall be considered time worked if the employee is compensated on an hourly basis.

When called back, the employee will receive a minimum of three (3) hours work or pay in lieu thereof.

The minimum callback hours will not apply when the employee reports for work in advance of the assigned shift.

9.4 Charge Nurse Pay. Any nurse assigned the responsibility of a Charge Nurse and who functions within a specific written job description, will receive a premium of one dollar (\$1.00) per hour for all hours worked in a charge capacity.

9.5 Preceptor Pay. Any employee assigned as a preceptor other than a lead will receive a premium of one dollar (\$1) per hour for all hours worked in the preceptor capacity.

9.6 Lead Pay. Any employee assigned as a lead will receive a premium of one dollar (\$1.00) per hour for all hours worked in a lead assignment.

9.7 Weekend Premium Pay. Full time and part time employees will receive an additional premium equal to 20% of the employee's regular rate of pay for hours worked on the weekend.

Premium pay provided for in this section will not apply to time spent for educational purposes, meetings, and/or nonproductive time for those employees not regularly scheduled to work weekends.

9.8 Change in Classification. A change in classification will not alter an employee's accrued seniority for purposes of accrual of benefits.

9.9 Mileage. Employees will be reimbursed for the business use of their personal automobiles at the standard mileage rate authorized by the United States Internal Revenue Service (IRS).

9.10 Telephone Standby. Telephone time during standby status will be paid at the employee's regular rate of pay in the following manner:

In the aggregate, per assigned daily episode of duty:

1 minute to 60 minutes equals 1 hour pay;

61 minutes to 120 minutes equals 2 hours pay;

121 minutes to 180 minutes equals 3 hours pay.

9.11 Geographic Change. The Employer serves multiple geographic areas. Each employee holding a regular FTE will be assigned to one of these areas as their primary area. Should an employee receive an assignment in an area other than their primary area, their travel time, if compensated on an hourly basis, and mileage will be counted from the office in their primary area.

9.12 Certification Premium. Effective the first full pay period following 2/28/2018, employees are eligible to earn a premium of seventy-five cents (\$0.75) per hour for earning a current certification from the following list and regularly working in his or her area of certification. The premium will be paid effective the beginning of the first pay period after an employee presents to Human Resources written evidence of the certification, and being so assigned. The employee retains the responsibility for notifying the Employer, within a timely

manner, of each renewal of the certification in order to continue to receive this premium. Employees holding multiple certification shall be eligible to receive only one certification premium.

Eligible certifications include:

Agency	Certification	Acronym
Wound, Ostomy, and Continence Nursing Certification Board	Wound, Ostomy, and Continence Certification	CWOCN
National Certification Board for Diabetes Educators	Certified Diabetes Educator	CDE
Association of Home Care Coding & Compliance	Home Care Clinical Specialist – OASIS	HCS-O
Hospice and Palliative Nursing Association	Certified Hospice & Palliative Nursing Assistant	CHPNA
National Board for Certification of Hospice and Palliative Nurses	Certified Hospice & Palliative Licensed Nurse	CHPLN
Hospice and Palliative Nurses Association	Certified Hospice & Palliative Nurse	CHPN
National Association of Social Workers	Advanced Certified Hospice & Palliative Social Work	ACHP-SW
Counsel for Certification in Volunteer Administration	Certified Volunteer Administration Certification	CVA

Additional certifications may be approved by the appropriate service line Director.

ARTICLE 10 - PTO/EIB

10.1 Paid Time Off/Extended Illness Bank. The Employer provides eligible employees with the opportunity to have paid time off for various reasons including vacation, holidays, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Time off for extended illness is accrued as EIB (Extended Illness Bank) hours.

Full-time and part-time employees are eligible to accrue PTO and EIB hours based on their regular straight-time hours worked each pay period up to a maximum of 40 hours per week and 2080 hours per year.

Accrual Schedule

Staff:

PTO/EIB accrual rates for full-time employees are as follows:

Length of Service	PTO Days Accrual per Year	PTO Hours Accrual per Year	PTO Hours Per Pay Period Accruals	Maximum PTO Hours Accrual per Calendar Year
0 - 3.99	24	192	7.3846	288.00

4 - 8.99	29	232	8.9231	348.00
9+	34	272	10.4615	408.00
Length of Service	EIB Days Accrual per Year	EIB Hours Per Pay Period Accruals	Maximum EIB Accrual	
0 - 3.99	6	1.84	1040 hours	
4 - 8.99	8	2.46	1040 hours	
9+	10	3.07	1040 hours	

Paycheck stubs will indicate employees' current PTO leave accumulation.

10.2 Extended Illness Bank (EIB). EIB hours will be used for days off work due to illness or injury in the following circumstances:

- a. EIB can be accessed immediately in the following situations:
 - From the first day of employee hospitalization, or outpatient surgical procedure where moderate sedation is used;
 - From the first day off due to an employee's accident or illness eligible for Workers' Compensation benefits.
- b. A combination of PTO hours and EIB hours are used to continue an employee's pay in the event of illness or injury. PTO hours will be used for the first two (2) workdays off due to the same illness or injury. If no PTO is accrued, the first two days absent will be without pay. Beginning with the third workday absent, accrued EIB hours are used in place of accrued PTO hours. (Employees scheduled to work 10-hour shifts or 12-hour shifts may use EIB for illness or injury after the first 20 and/or 24 hours absent.)

10.3 PTO Scheduling. Employees are required to use accrued PTO for planned and unplanned time off. Department management may approve or deny time off requests based on department needs and work requirements. Employees are encouraged to appropriately plan the use of their PTO accrual to ensure available PTO remains in their accrual bank for absences due to short term illness and observed holidays. When accrued PTO and EIB (if applicable) is exhausted, any remaining time off will be unpaid.

- a. Employees are required to use accrued PTO time before requesting any unpaid time off.
- b. Employees may only request PTO to replace regularly scheduled hours, not to exceed their normally scheduled work week hours.

PTO requests shall not be unreasonably denied.

PTO will begin accruing the first day of employment.

All PTO must be approved by a supervisor before it is taken.

All regularly scheduled RNs and LPNs will be required to be available for on-call at least three (3) holidays per year. Per diem nurses are required to be available for two (2) holidays. One of

those holidays must be either Christmas or Thanksgiving. Based on patient care needs, schedulers in Thurston County may be required to be available on call for holidays that fall on a Monday. In addition, based on regulatory requirements, other employees may be required to be available on call.

In those years when the holiday falls on a weekend, the requirement will be four (4) holidays for regularly scheduled RNs and LPNs. Holiday assignments will be based on seniority and last holiday worked. In order to cover holiday staffing requirements, staff may be required to work in another county.

10.3.1 PTO – Request. Employees will present written requests for PTO as far in advance as is possible, but not less than two (2) weeks before the work schedule is posted, and no more than twelve (12) months in advance based on the first date of the request.

PTO will be granted on a first come first served basis, if submitted on the same day, then by seniority except that seniority will be considered on a rotating basis.

Employees will be notified in writing within two (2) weeks after the request is submitted and receipt is acknowledged by the manager or designee as to whether the PTO is approved. Monthly clinical work schedules will be posted in accordance with Article 7.3, Work Schedules. Employees may obtain additional information regarding approved PTOs on an as-needed basis from their supervisor.

10.3.2 PTO Prime Time.

Prime time will be defined as:

- a. June 1 through September 30 of each year;
- b. November 15 to January 10; and
- c. March 21 to April 15.

Non-prime time will be defined as all other time periods outside those defined as prime time.

PTO will be scheduled in such a manner as to provide adequate core staffing per work area.

No more than three (3) consecutive calendar weeks of PTO may be granted during prime time unless the employee has greater than seven (7) years of seniority in which case additional consecutive weeks of annual leave may be granted during prime time.

Employees will not lose accrued PTO if a) the employee has requested time off no later than October 31 and b) the Employer is unable to schedule the time off during the year.

10.4 Work on Holidays. All full-time, part-time and per diem employees who work on the following holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Employees will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours /visits worked on the holiday.

When a department is open on the calendar date of the holiday, holiday pay shall be paid for work performed on the calendar date of the holiday or for work performed on the observed holiday.

When a department is closed on the calendar date of the holiday, but open on the day designated by the Employer for observance of the holiday, holiday pay shall be paid for work performed on the designated date for observance of the holiday.

In no event will an employee be eligible for holiday pay on both the observed and the actual holiday.

10.5 Rotation of Holiday Work. Holiday work will be rotated by the Employer to the extent possible.

10.6 Payment Upon Resignation. After completion of one (1) year of employment, employees will be paid upon resignation of employment for all PTO accrued but unused.

This is provided that this provision will not apply to those employees who resign their employment without giving the required fourteen (14) days' prior written notice, or to those employees who are discharged for cause. Acknowledging emergencies do develop that prevent full compliance with the notice provisions of this section as a result of circumstances beyond an employee's control, payment of accrued unused PTO will be decided on the facts and circumstances of the individual case.

10.7 Pay Rate. PTO pay will be paid at the employee's regular rate of pay.

10.8 Notification. Employees will notify their supervisor or designee not less than one and one half (1 ½) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.

Employees scheduled to work an evening or night shift will notify the supervisor or designee not less than three (3) hours prior to the start of shift.

Failure to comply with the above specified notification requirements may result in loss of paid time for that day and/or disciplinary action.

10.9 Proof of Illness. Prior to payment for time off for illness, reasonable proof of illness

may be required. Proven abuse of paid leave may be grounds for discharge.

10.10 Return to Work. The Employer may require physician/health care professional's documentation and release to return to work for any absences lasting three (3) days or longer.

ARTICLE 11 - HEALTH AND SAFETY

11.1 Health & Safety. The Agency will maintain a Safety Committee in accordance with all regulatory requirements. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee.

11.2 Health and Safety Protections. Health and safety being critical concerns of the Employer and Employees, the Employer will provide the following:

a) **Hepatitis Titer and Hepatitis Vaccine**

New employees who are providing patient care are encouraged to accept a Hepatitis Titer and Hepatitis B vaccine according CDC infection control guide lines for health care workers. This would apply to those employees who may be exposed to blood, body fluids or sharp instruments.

The Hepatitis B vaccine will be available at no cost through the employer to employees who are routinely exposed to blood, body fluids, or sharp instruments.

b) **Tuberculosis Exposure Control Program**

All employees working in patient care areas will be provided with TB screening/testing according to the Washington State Department of Labor and Department of Health following CDC guide lines for Tuberculosis Prevention and Treatment.

All employees working in patient care areas will have tuberculosis screening at hire. In the event of a positive reaction to the tuberculosis test the employer will follow the CDC guidelines for retesting and X-ray if indicated. Any employee who has a positive tuberculosis test as a result of an occupational exposure will be referred to an appropriate medical specialist for follow up. Cost of the tuberculosis testing, medical follow-up, and x-ray when required will be paid for by the Employer or Employer's Worker's compensation plan, whichever is appropriate

c) **Security**

Security services will be available in accord with agency policy to accompany clinical staff on visits when safety and security of staff are in question. Security services are available for telephone contact when staff are making weekend, evening or late night visits and a need exists for someone to know their whereabouts.

ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

12.1 Health, Life and Long-Term Disability. Effective beginning the date of hire or from the effective date in a benefits eligible status, full time and part time employees with a .5 FTE and above will participate in the PSHCH benefits plan which provides medical and dental coverage, long-term disability insurance, supplemental employee life, accidental death/dismemberment and dependent life insurance. Eligible employees will receive group medical/dental benefits subject to the participation in the wellness initiative/health assessment of the Employer and based upon whether their FTE status is from 0.5 to 0.74 FTE (74%) or from 0.75 to 1.0 FTE (100%). Participation shall be subject to plan requirements.

12.1.1 All employees with a 0.75 FTE or greater who choose to cover dependents will be eligible for the employer to pay at least 60% of the dependent core medical plan premium.

12.1.2 Medical Plan Assistance Program. The Medical Plan Assistance Program (MPAP) provides financial assistance to employees in the form of free or reduced medical plan premiums based on total taxable household income and the Federal Poverty Level, as determined annually by the U.S. Department of Health and Human Services. Unit employees will participate in the MPAP to the same extent as the majority of other Agency employees.

12.2 Other Insurance. The Employer will provide or self-insure Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

12.3 Retirement Plan. Employees will participate in the Employer's retirement plan as that plan may be amended from time to time for all other plan participants. The union and employees will be given at least 30 days' notice of any change in the plan before the change is implemented.

12.4 Tax Deferred Annuity/Matching Plan. The Employer shall continue in full force and effect its tax deferred annuity (TDA) plan, making whatever changes may be required to comply with applicable laws and regulations. The Employer will match the TDA contributions of employees in accordance with the terms of its matching plan.

12.5 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s); the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least thirty (30) days prior to the intended implementation date.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 In General. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request will be given by the Employer within thirty (30) days. A leave of absence begins on the first day of absence from work.

13.2 Maternity Leave. A leave of absence will be granted upon request of the employee for the period of disability for maternity purposes, without loss of benefits accrued to the date such leave commences. This leave may be extended under the Health Leave of Absence or Personal Leave of Absence policies.

If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee will return to their prior position and former full-time or part-time status. If an extension of the leave is granted, upon requesting return to work, the employee will be offered the first available opening for which the employee is qualified.

The employee may use previously accrued EIB during the period of disability and PTO thereafter to the extent accrued during the maternity leave.

Medical insurance coverage will be continued while the employee is in a paid status, unless coverage is provided by Section 13.3.

The Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.

13.3 Family Leave. Pursuant to the Family and Medical Leave Act of 1993 and Washington state law, upon completion of twelve (12) calendar months of employment and at least 1250 hours of actual work during the previous twelve (12) months an employee shall be entitled to up to twelve (12) weeks of unpaid leave in a rolling twelve month period (calculated backward) to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, child either under the age of 18 or age 18 or older and incapable of self-care because of a mental or physical disability, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under both federal and state law, the leave shall run concurrently as permitted by law. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. Family Leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

13.4 Washington Family Care Act. Subject to applicable state and federal laws, an employee whose absence is necessitated by the need to care for a child of the employee under the age of 18 or a child with a disability over the age of 18 with a health condition or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious or emergency health condition will be required to use their choice of accrued, available PTO/EIB as applicable (see Washington Family Care Act policy), at their current FTE level.

A physician's certification and/or reports from a healthcare provider concerning the employee's

family member's (spouse, parent, parent-in-law, or grandparent) serious health or emergency condition will be required.

A physician's certification and/or reports from a healthcare provider concerning the employee's child's health condition may be required.

13.5 Military Leave. Leave required for voluntary or involuntary military service shall be granted in accordance with state and federal law. It will be granted without pay, without loss of benefits accrued to the date such leave commences, and will not be considered part of the employee's earned PTO time unless the employee requests use of PTO time. Reemployment rights shall be granted in accordance with state and federal law.

13.6 Jury Duty. Employees summoned for jury duty on scheduled work days will be paid their regular wages in accordance with PSHCH policy. To be eligible for jury duty pay, employees must give their department heads immediate notice of jury duty call and proof of payment. Employees who serve as jurors will be administratively assigned to a day shift for the duration of the jury duty.

13.6.1 Witness Leave. Any employee who is called to be a witness on behalf of the Employer shall be paid for such time at the appropriate rate of pay, including any applicable shift differential. In the event that an employee is subpoenaed to testify in any other judicial proceeding, the employee will be given time off as required by the subpoena, and will use accrued PTO or unpaid leave. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.7 Bereavement Leave. Up to twenty-four (24) hours of paid leave (prorated for part-time employees) in lieu of regularly scheduled work hours will be allowed for a death in the immediate family. Leave will be taken within seven (7) calendar days of the day the employee learned of the death and in any event within thirty (30) days of the death or service.

An additional two (2) days (PTO or unpaid leave) will be granted when the funeral service is more than four hundred fifty (450) miles from the employee's home office.

The term "immediate family" will include the following relatives of the employee: spouse, son or daughter (or in-law), father or mother (or in-law), brother or sister (or in-law), stepparent, stepchild, stepbrother, stepsister, grandparent, grandchild, or any person that was living together in the same household in a relationship considered substantially comparable to any of the aforementioned.

13.8 Leave Without Pay. Employees on a leave without pay will neither accrue nor lose seniority during the leave of absence for purposes of benefits.

13.9 Leave With Pay. Leave with pay will not affect an employee's compensation, accrued hours, benefits or status with the Employer.

13.10 Return From Leave. If a leave of absence does not exceed thirty (30) days, the employee will be entitled to return to the same position, work area held prior to the leave. Except as otherwise provided for in this Article 14, employees who return to work on a timely basis in

accordance with an approved leave of absence agreement in excess of thirty (30) days will be entitled to the first available opening for which the employee is qualified consistent with the provisions of Section 5.9.

ARTICLE 14 – COMMITTEES

14.1 Labor-Management Committee. The Employer, together with the Union selected representatives of the employees, will establish a Labor-Management Committee to assist with issues of mutual concern.

The purpose of the Labor-Management Committee is to foster improved communications between the Employer and the employees covered by this Agreement, to recommend solutions to issues identified by the Committee, and to make recommendations for the improvement of working conditions.

The Committee will be established on a permanent basis and will consist of four (4) representatives of the Employer and four (4) representatives of the employees appointed by the Union.

The Committee shall meet not less than bimonthly or as often as mutually deemed necessary.

The function of the Committee shall be advisory, except that by mutual agreement of both parties, existing provisions of this contract may be modified to implement solutions to, and the resolution of, issues of mutual concern.

14.2 Compensation. All meeting time served by employees on Employer-established committees where attendance is required, as well as time spent by those committees established by this Agreement will be considered time worked and will be paid at the appropriate contract rate. Where the Employer makes a specific, written assignment to an employee to prepare for a meeting outside of the employee's regular work hours/assignment, the time spent within that authorization shall be paid time.

14.3 Health & Safety. The Agency will maintain a Safety Committee in accordance with all regulatory requirements as provided in Article 11.1, Health & Safety.

ARTICLE 15 - STAFF DEVELOPMENT

15.1 Orientation. The objectives of orientation are to familiarize newly hired employees with the objectives, philosophy and services of the Agency. New employees are to be oriented to Agency policies and procedures and instructed as to their functions and responsibilities, as defined in job descriptions.

15.2 In-Service Education. The Agency shall maintain a regular and on-going in-service education program to promote quality patient care and develop staff potential. The Employer will endeavor to schedule such programs to be available for all staff.

Programs will be posted in advance and the posting will indicate if attendance is mandatory.

Employees required by the Employer to attend in service education during off duty hours will be paid at the employee's regular rate of pay.

The Employer will make a good faith effort to provide contact hours for continuing education programs.

15.3 Approved Expenses. When the Employer requires the employee to participate in an educational program (which do not include programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

15.4 Education Leave/Professional Leave Time. Current information and skills are imperative to the operation of the agency. Staff are encouraged to seek educational opportunities relevant to their areas of responsibility.

Upon completion of the probationary period, employees classified as RN, LPN, MSW, OT, PT, PTA, COTA, Bereavement Counselor or SLP may use up to four (4) paid education days or a maximum of 32 hours per calendar year; all other employees may use up to two (2) paid education days or a maximum of sixteen (16) hours per calendar year. Use of the leave is subject to approval by their manager according to the parameters outlined in PSHCH's policies.

Unused amounts of Education Leave/Professional Leave time may be carried over from one calendar year to the following year only.

Such leave time will be subject to the scheduling requirements of the Employer. Educational/professional leave time may be granted for partial days. Staff utilizing paid education days are expected to provide staff in-services and/or share materials with the Agency.

Under special circumstances, managers may request that staff attend conferences or workshops to represent the agency. When the request for attendance is from the agency, the time will not be subtracted from the staff member's education days and all associated costs of the conference will be at the agency's expense.

Subject to appropriate advance notice and scheduling requirements, Union Officers, Delegates and Contract Committee members may use one (1) day per calendar year of their education leave/professional leave time to attend union-sponsored training in leadership, representation and dispute resolution.

15.5 Continuing Education and Professional Development Expenses. The Employer acknowledges the need for continuing professional education for all full time and part time clinical staff as identified in Appendix C. Employee requests for education funds should be directed by the employee in writing to the employee's manager.

Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition, registration fees and certification exams, up to the amount set forth for each such employee in the following reimbursement schedule. Such financial assistance shall be subject to the approval of the subject matter and verification of attendance and/or completion of the course.

Clinical Staff	FTE	Dollars
Medical Social Worker	0.8 – 1.0	\$800
Bereavement Counselor Physical Therapist Occupational Therapist	0.5 - 0.7	\$500
Speech/Language Pathologist Staff Nurse-RN/LPN	0.3 - 0.4	\$300
Certified Occupational Therapist Assistant Physical Therapy		
All other clinical staff listed in	0.8 – 1.0	\$500
Appendix “C”	0.5 - 0.7	\$250

The following funds will be made available to non-clinical staff.

FTE	Dollars
0.8 – 1.0	\$300.00
0.5 -0.7	\$200.00
0.3 - 0.4	\$150.00

Approval of use of the funds will depend on the following criteria:

- a. Relevance to primary job responsibilities;
- b. Ability to share information with other staff;
- c. Consistency with plan established by employee and manager during annual performance review.
- d. At the request of the employee and with prior written approval from the appropriate manager, unused Educational/Professional Development funds may be carried over from one calendar year to the following calendar year only.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

16.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties to this Agreement. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 10.4 above will be considered to end at 4:30 p.m. on the next following business day.

Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance.

Failure of the Employer to comply with the time limits set forth below will result in the grievance being automatically elevated to the next step without any action necessary on the part

of the employee, provided that the Union must specifically request arbitration as required by Article 16.3 Step 4.

16.3 Grievance Procedure. A grievance will be submitted subject to the following grievance procedure:

Step 1. Immediate Supervisor.

If any employee has a grievance, the employee will first present the issue and proposed resolution to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the employee within ten (10) calendar days. A Union Delegate will be present if requested by the employee. If the Union Delegate participates in the grievance meeting, the Human Resources Manager or designee may also be present at this Step I meeting. The supervisor will respond to the employee subsequent to that meeting.

Step 2. Department Manager.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee may present the grievance in writing to the relevant manager (and/or designated representative) within seven (7) calendar days of the immediate supervisor's decision. The Manager (and/or designee) and Human Resources Representative will meet with the employee and the Union Delegate/Representative within seven (7) calendar days of receipt of the Step 2 grievance for the purpose of resolving the grievance. The relevant manager will issue a written response within ten (10) calendar days following the meeting.

Step 3. Director.

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance may be referred in writing to the Director (and/or designated representative) within seven (7) calendar days of the Step 2 decision. The Director (and/or designee) and Human Resources Representative will meet with the employee and the Union Delegate/Representative within seven (7) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Director (or designee) will issue a written response within ten (10) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Director or designee.

If the Agency and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators will be requested from the Federal Mediation and Conciliation Service. The parties will thereupon alternate in striking a name from the panel until one name remains. The person whose name remains will be the arbitrator. Each party shall have the right to reject one (1) entire panel and

request, at their expense, another panel.

Any arbitrator accepting an assignment under this Article will endeavor to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The Arbitrator's decision will be final and binding on all parties. The Arbitrator shall have no authority to decide staffing issues. The Arbitrator will have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but will be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator will have no authority to award punitive damages, nor will the Arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. However, this limitation will not apply for any period the employee was unaware and could not have known that the grievance existed.

Each party will bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, will be borne by the party incurring them, and neither party will be responsible for the expenses of witnesses called by the other party.

ARTICLE 17 - MANAGEMENT RIGHTS

17.1 Management Rights. The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically and/or to meet medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Agency, including, but not limited to the right to:

- a) require standards of performance and maintain order and efficiency,
- b) direct employees and determine job assignments and working schedules,
- c) determine the materials and equipment to be used,
- d) implement improved operational methods and procedures,
- e) determine staffing requirements
- f) determine the kind and location of facilities and services,
- g) determine whether the whole or any part of the operation will continue to operate,
- h) select and hire employees,
- i) promote and transfer employees
- j) discipline, demote and discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent in the opinion of the Employer based upon objective, job-relevant criteria and exercised in good faith,
- k) lay off employees for lack of work,
- l) recall employees
- m) require reasonable overtime work
- n) promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 18 - UNINTERRUPTED PATIENT CARE

18.1 No Strike – No Lockout. It is recognized that the Agency is engaged in a public service requiring continuous operation and it is agreed that recognition of such an obligation of continuous service is imposed upon both the employee and the Union.

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them will incite, encourage or participate in any strike, picketing, walkout, slowdown, sympathy strike or other work stoppage of any nature whatsoever.

In the event of any strike, picketing, walkout slowdown or other work stoppage or a threat thereof the Union and its officers will do everything within their power to end or avert this. Any employee participating in any strike, picketing, walkout, slowdown, sympathy strike or work stoppage will be subject to immediate dismissal. The Employer agrees that, during this same time period, there will be no lockouts.

ARTICLE 19 - GENERAL PROVISIONS

19.1 State and Federal Laws. This Agreement will be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action will not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid will remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union will enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

19.2 Amendments. Any change or amendments to this Agreement will be in writing and duly executed by the parties hereto.

19.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The employer will communicate any changes in past practices to the employee in advance of the change.

19.4 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 20 - DURATION

20.1 Duration and Renewal. This Agreement shall become effective at 12:01 a.m. on the first day of the first pay period beginning on or after ratification and shall continue in full force and effect through and including 11:59 p.m. on August 31, 2020 and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to February 28 of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this November 6, day of 2017.

PROVIDENCE SOUNDHOMECARE &
HOSPICE

Catherine Kozair
Catherine Kozair, Director of Hospice

Jill Moynihan
Jill Moynihan, Director of Home Health

SEIU Healthcare 1199NW

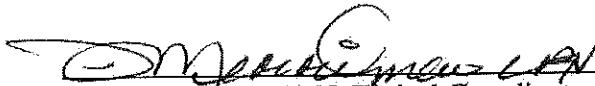
Diane Sosne
Diane Sosne, President

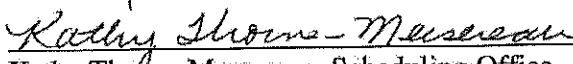
Geoff Bate
Geoff Bate, Chief Negotiator

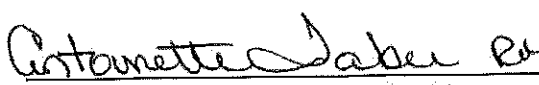
Barbara Graisy-Adams
Barbara Graisy-Adams, Bereavement
Counselor

Veronica Villanueva
Veronica Villanueva, Volunteer Services
Assistant


Sandra Peterson, RN Home Health


Dawn Merriman, LPN Clinical Coordinator


Kathy Thorne-Mersereau, Scheduling Office
Assistant


Antoinette Taber, RN Home Health

**PROVIDENCE SOUNDHOMECARE & HOSPICE AND
SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199 NW**

LETTER OF UNDERSTANDING

Union Membership: The Union and the Employer agree that those employees employed prior to February 3, 1999 shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this agreement; provided however, should such an employee join the union after February 3, 1999, the employee shall comply with the membership commitments of Article 2 thereafter.

Returning Injured Workers Back to Work.

The Union and the Employer both agree that employees injured in the workplace should be returned to active status when appropriate to do so. The employer will make reasonable efforts to offer light duty to encourage injured employees to return to work if appropriate.

When an employee is eligible to receive payments under the Workers' Compensation Act, accrued PTO/EIB may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

Employees who are on an FMLA leave due to their own serious health condition caused by an on-the-job injury, will only be required to use sufficient paid leave (rounded up to the closest full hour of leave) necessary to cover any of the employee's contributions towards flex benefits.

Effective for injuries occurring subsequent to ratification, an employee who requests a health leave of absence in addition to an approved FMLA due to a work related (compensable) injury shall be offered the first available opening for which the employee has applied and is qualified for an additional eight weeks beyond expiration of FMLA.

Labor Management Committee.

Within ninety (90) days of ratification, the Labor Management Committee will reconvene and schedule training from Federal Mediation and Conciliation Services (FMCS) to cover such topics as setting agenda items, conducting effective Committee meetings and establishing problem solving methodologies. The parties recognize that resolving staffing issues is a priority for the Committee. Accordingly, included in the FMCS training will be how to increase effectiveness in addressing staffing issues and concerns. The parties agree to make staffing a standing meeting agenda item.

The Labor Management Committee will discuss the definition of appropriate caseload size/workload with consideration of such factors as:

- a. Driving: mileage and/or time
- b. Admissions
- c. Complex clients and family scheduling issues
- d. Team Meetings
- e. Recertification and Resumption of care
- f. Scheduling issues.

In addition, the Committee will consider appropriate guidelines regarding floating of employees from their assigned primary area.

The Labor Management Committee will have as one of the agenda items staff recruitment and retention. The Committee will, in a collaborative manner, brainstorm, consider and mutually develop a list of projects that may including mentoring programs for new graduates, innovative shifts, job shares and retraining as it pertains to retention.

Staffing. The Union and PSHCH acknowledge that together we endeavor to provide caseloads and productivity standards consistent with providing quality health care services to the community.

We also acknowledge that changes in acuity of patients, paperwork requirements, staff availability and other caseload/productivity requirement issues can occur, requiring mutual understanding and communications. The parties agree that case managers shall manage their own patient's schedules and are responsible for assuring continuity of patient care.

The Employer will make a good faith effort to adjust daily patient assignments based on patient care and/or departmental needs and in consideration for time spent:

- On day of Team Meetings
- New Admit (Home Health) – unless there is a designated Admissions Clinician (Hospice)
- Recertification
- Resumption of care (Oasis Home Health – return from the hospital)
- For miles traveled
- Evidence based high acuity patients

Employees who have concerns about their caseload/productivity requirements are encouraged to address the issues directly with their supervisor or designee. Many staffing/caseload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources.

After doing so, any employee(s) who are not satisfied with the supervisor/manager response to the staffing concern may take their concerns to the Labor Management Committee for inclusion on the meeting agenda.

The Labor Management Committee shall discuss the concerns. The Program Director of the impacted or affected department and Human Resources shall be present at the meeting where the issue is discussed.

The Labor Management Committee shall discuss the concerns and shall make written advisory recommendations on ways to resolve the issues. Responses to the recommendations will be presented to the Labor Management Committee members in writing.

Final staffing decisions shall be made by the Program Director, in consultation with the Service Line VP.

The determination of staffing/caseload/productivity requirements shall not be subject to grievance and/or arbitration nor shall utilizing this process affect an employee's performance evaluations or be the subject of discipline.

Signing Bonus. Effective the first full pay period following date of ratification, all employees will receive a lump sum bonus of \$500 prorated by FTE with a minimum bonus of \$250 for part-time and per diems (less any required deductions). Payment of individuals is contingent upon being actively employed at the time of ratification and at the time of payment.

Base Step. Any employee who is on Lawson step 1 at the time of ratification will be moved to Lawson step 2.

Medical Benefits.

2017 & 2018 Medical Benefits. The Employer agrees to offer the 2016 HRA, the HSA, and Group Health HMO, dental and vision coverage in 2017 and 2018. In 2017 and 2018, for medical insurance, health incentive funding (including the Group Health premium credit) for each of the medical plans will not be reduced; there will be no changes to the plan annual in-network deductibles, or in-network out-of-pocket maximums. In 2017 and 2018, the percentage of employee premium contributions for employee only coverage and dependent coverage will not change for medical, dental and vision. Material plan design changes will not be made unless required to comply with federally mandated Health Care Reform or other applicable law or regulation. Changes in networks or health care providers available under existing plans shall not be considered a material reduction in benefits during this agreement. The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform) although the Union may ask to bargain over the effects of such changes.

For 2019, premiums will not increase by more than 10% from 2018 rates. The parties agree that Article 11.1, Health Benefits, may be opened for bargaining in good faith by the Union if there are material reductions in benefits under the plans offered by the Employer, and/or material increases in in-network deductibles, or in-network out-of-pocket maximums, and the amount of premium percentage, or a material reduction in the employer contributions under the health incentive program (excluding those required by law or regulation). Changes in networks or healthcare providers, available under existing plans shall not be considered a material reduction in benefit during this Agreement. The Employer agrees to provide written notice of benefit plan changes or before September 15, of the applicable year, at which point, upon the request of the Union, only Article 11.1 may be reopened for negotiation.

For benefit year 2020, premiums will not increase by more than 10% on a blended average basis,

meaning for some categories that increases may be greater than 10% or others less than 10%. The parties agree that Article 11.1, Health Benefits, may be opened for bargaining in good faith by the Union if there are material reductions in benefits under the plans offered by the Employer, and/or material increases in in-network deductibles, or in-network out-of-pocket maximums, and the amount of premium percentage, or a material reduction in the employer contributions under the health incentive program (excluding those required by law or regulation). Changes in networks or healthcare providers, available under existing plans shall not be considered a material reduction in benefit during this Agreement. The Employer agrees to provide written notice of benefit plan changes or before September 15, of the applicable year, at which point, upon the request of the Union, only Article 11.1 may be reopened for negotiation.

The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform) although the Union may ask to bargain over the effects of such changes.

APPENDIX “A”

To the Agreement Between PROVIDENCE SOUNDHOMECARE & HOSPICE and
SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199 NW

Bargaining Unit Defined

Bargaining Unit position classifications include: All full time, part time and per diem professional and nonprofessional employees employed by the Employer including Staff Nurse-RN, Staff Nurse-LPN, RN Team Leader, RN Liaison, RN Triage, RN/LPN Authorization Case Manager – RN/LPN Intake Coordinator, LPN Clinical Coordinator, Medical Social Worker, Occupational Therapist, Physical Therapist, Speech/Language Pathologist, Community Health Worker, Hospice Spiritual Care Coordinator, Bereavement Services Counselor, Bereavement Services Assistant, Volunteer Services Coordinator, Home Health Aide, Certified Occupational Therapy Assistant, Physical Therapy Assistant, Clinical Staffing Coordinator, Clinical Support Secretary, Receptionist, Volunteer Services Assistant, Materials Management Clerk, Materials Management Lead, Medical Records Coordinator, Medical Records Clerk, excluding all business office clericals, managerial employees, confidential employees, guards and supervisors as defined by the Act.

APPENDIX "B"

To the Agreement Between

PROVIDENCE SOUNDHOMECARE & HOSPICE and DISTRICT 1199 NW, SEIU

Effective 8/6/2017

Grade	Lawson Step	Contract Step	1	2	3	4	5	6	7	8	9	10	11	13	15	17	19	21	22
			BASE	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	21
1	OCCUPATIONAL THERAPIST		35.53	36.35	37.19	38.00	38.78	39.61	40.43	41.23	42.04	42.04	42.86	43.39	43.93	44.46	45.27	46.42	47.58
1	PHYSICAL THERAPIST		35.53	36.35	37.19	38.00	38.78	39.61	40.43	41.23	42.04	42.04	42.86	43.39	43.93	44.46	45.27	46.42	47.58
1	SPEECH THERAPIST		35.53	36.35	37.19	38.00	38.78	39.61	40.43	41.23	42.04	42.04	42.86	43.39	43.93	44.46	45.27	46.42	47.58
3	BEREAVEMENT COUNSELOR		24.43	25.03	25.68	26.32	26.97	27.63	28.35	29.04	29.78	29.78	30.97	32.25	33.53	34.82	36.17	37.08	38.01
3A	MEDICAL SOCIAL WORKER		24.43	25.03	25.68	26.32	26.97	27.63	28.35	29.04	29.78	29.78	30.97	32.25	33.53	34.82	36.17	37.08	38.01
4	LPN		20.08	20.57	21.07	21.63	22.16	22.72	23.27	23.86	24.46	24.46	25.44	26.49	27.53	28.58	29.73	30.47	31.24
4	LPN CLINICAL COORD		20.08	20.57	21.07	21.63	22.16	22.72	23.27	23.86	24.46	24.46	25.44	26.49	27.53	28.58	29.73	30.47	31.24
4	BEREAVEMENT SVCS ASST		20.08	20.57	21.07	21.63	22.16	22.72	23.27	23.86	24.46	24.46	25.44	26.49	27.53	28.58	29.73	30.47	31.24
4	TEAM ASSISTANT		20.08	20.57	21.07	21.63	22.16	22.72	23.27	23.86	24.46	24.46	25.44	26.49	27.53	28.58	29.73	30.47	31.24
4	PHYSICAL THERAPY ASST		20.08	20.57	21.07	21.63	22.16	22.72	23.27	23.86	24.46	24.46	25.44	26.49	27.53	28.58	29.73	30.47	31.24
5	VOLUNTEER SVCS COORD		18.97	19.44	19.94	20.45	20.96	21.47	22.02	22.57	23.13	23.13	24.06	25.04	26.02	27.01	28.10	28.81	29.53
6	SCHEDULING OFFICE ASST		16.31	16.70	17.11	17.54	17.98	18.43	18.90	19.36	19.85	19.85	20.64	21.50	22.35	23.21	24.13	24.73	25.35
7	VOLUNTEER SVCS ASST		15.38	15.53	15.90	16.31	16.70	17.11	17.54	17.98	18.43	18.43	19.17	19.96	20.75	21.55	22.41	22.97	23.54
7	CLINICAL SUPPORT SECRETARY		15.38	15.53	15.90	16.31	16.70	17.11	17.54	17.98	18.43	18.43	19.17	19.96	20.75	21.55	22.41	22.97	23.54
8A	HOME HEALTH AIDE		15.38	15.38	15.38	15.51	15.90	16.31	16.69	17.10	17.53	17.53	18.26	19.01	19.76	20.51	21.31	21.83	22.38
8B	MEDICAL RECORDS CLERK		15.38	15.38	15.38	15.38	15.59	15.98	16.37	16.77	17.20	17.20	17.90	18.63	19.36	20.09	20.89	21.40	21.94
8BL	MATERIALS MANAGEMENT CLERK LD		16.38	16.38	16.38	16.38	16.59	16.98	17.37	17.77	18.20	18.20	18.90	19.63	20.36	21.09	21.89	22.40	22.94
2	RN STAFF		29.26	30.01	30.77	31.55	32.31	33.15	33.96	34.77	35.66	35.66	37.11	38.63	40.16	41.69	43.34	44.43	45.54

Appendix "B"

To the Agreement Between

PROVIDENCE SOUNDHOMECARE & HOSPICE and DISTRICT 1199 NW, SEIU

Effective 2/28/2018

		Lawson Step																	
		1	2	3	4	5	6	7	8	9	10	11	13	15	17	19	21	22	
Grade	Contract Step	BASE	1	2	3	4	5	6	7	8	9	10	11	13	15	17	19	21	22
1	OCCUPATIONAL THERAPIST	36.33	37.17	38.03	38.86	39.65	40.50	41.34	42.16	42.99	42.99	43.82	44.37	44.92	45.46	46.29	47.46	48.65	
1	PHYSICAL THERAPIST	36.33	37.17	38.03	38.86	39.65	40.50	41.34	42.16	42.99	42.99	43.82	44.37	44.92	45.46	46.29	47.46	48.65	
1	SPEECH THERAPIST	36.33	37.17	38.03	38.86	39.65	40.50	41.34	42.16	42.99	42.99	43.82	44.37	44.92	45.46	46.29	47.46	48.65	
3	BEREAVEMENT COUNSELOR	24.98	25.59	26.26	26.91	27.58	28.25	28.99	29.69	30.45	30.45	31.67	32.98	34.28	35.60	36.98	37.91	38.87	
3		24.98	25.59	26.26	26.91	27.58	28.25	28.99	29.69	30.45	30.45	31.67	32.98	34.28	35.60	36.98	37.91	38.87	
A	MEDICAL SOCIAL WORKER																		
4	LPN	20.53	21.03	21.54	22.12	22.66	23.23	23.79	24.40	25.01	25.01	26.01	27.09	28.15	29.22	30.40	31.16	31.94	
4	LPN CLINICAL COORD	20.53	21.03	21.54	22.12	22.66	23.23	23.79	24.40	25.01	25.01	26.01	27.09	28.15	29.22	30.40	31.16	31.94	
4	BEREAVEMENT SVCS ASST	20.53	21.03	21.54	22.12	22.66	23.23	23.79	24.40	25.01	25.01	26.01	27.09	28.15	29.22	30.40	31.16	31.94	
4	TEAM ASSISTANT	20.53	21.03	21.54	22.12	22.66	23.23	23.79	24.40	25.01	25.01	26.01	27.09	28.15	29.22	30.40	31.16	31.94	
4	PHYSICAL THERAPY ASST	20.53	21.03	21.54	22.12	22.66	23.23	23.79	24.40	25.01	25.01	26.01	27.09	28.15	29.22	30.40	31.16	31.94	
5	VOLUNTEER SVCS COORD	19.40	19.88	20.39	20.91	21.43	21.95	22.52	23.08	23.65	23.65	24.60	25.60	26.61	27.62	28.73	29.46	30.19	
6	SCHEDULING OFFICE ASST	16.68	17.08	17.49	17.93	18.38	18.84	19.33	19.80	20.30	20.30	21.10	21.98	22.85	23.73	24.67	25.29	25.92	
7	VOLUNTEER SVCS ASST	15.73	15.88	16.26	16.68	17.08	17.49	17.93	18.38	18.84	18.84	19.60	20.41	21.22	22.03	22.91	23.49	24.07	
7	CLINICAL SUPPORT SECRETARY	15.73	15.88	16.26	16.68	17.08	17.49	17.93	18.38	18.84	18.84	19.60	20.41	21.22	22.03	22.91	23.49	24.07	
8		15.73	15.73	15.73	15.86	16.26	16.68	17.07	17.48	17.92	17.92	18.67	19.44	20.20	20.97	21.79	22.32	22.88	
A	HOME HEALTH AIDE																		
8		15.73	15.73	15.73	15.94	16.34	16.74	17.15	17.59	17.59	17.59	18.30	19.05	19.80	20.54	21.36	21.88	22.43	
B	MEDICAL RECORDS CLERK																		
8		16.73	16.73	16.73	16.94	17.34	17.74	18.15	18.59	18.59	18.59	19.30	20.05	20.80	21.54	22.36	22.88	23.43	
BL	MATERIALS MANAGEMENT CLERK LD	16.73	16.73	16.73	16.94	17.34	17.74	18.15	18.59	18.59	18.59	19.30	20.05	20.80	21.54	22.36	22.88	23.43	
2	RN STAFF	29.92	30.69	31.46	32.26	33.04	33.90	34.72	35.55	36.46	36.46	37.94	39.50	41.06	42.63	44.32	45.43	46.56	

Appendix "B"

To the Agreement Between

PROVIDENCE SOUNDHOMECARE & HOSPICE and DISTRICT 1199 NW, SEIU

Effective 2/28/2019

		Lawson Step																	
		1	2	3	4	5	6	7	8	9	10	11	13	15	17	19	21	22	
Grade	Contract Step	BASE	1	2	3	4	5	6	7	8	9	10	11	12	14	16	18	20	21
1	OCCUPATIONAL THERAPIST	37.15	38.01	38.89	39.73	40.54	41.41	42.27	43.11	43.96	43.96	44.81	45.37	45.93	46.48	47.33	48.53	49.74	
1	PHYSICAL THERAPIST	37.15	38.01	38.89	39.73	40.54	41.41	42.27	43.11	43.96	43.96	44.81	45.37	45.93	46.48	47.33	48.53	49.74	
1	SPEECH THERAPIST	37.15	38.01	38.89	39.73	40.54	41.41	42.27	43.11	43.96	43.96	44.81	45.37	45.93	46.48	47.33	48.53	49.74	
3	BEREAVEMENT COUNSELOR	25.54	26.17	26.85	27.52	28.20	28.89	29.64	30.36	31.14	31.14	32.38	33.72	35.05	36.40	37.81	38.76	39.74	
3		25.54	26.17	26.85	27.52	28.20	28.89	29.64	30.36	31.14	31.14	32.38	33.72	35.05	36.40	37.81	38.76	39.74	
A	MEDICAL SOCIAL WORKER	20.99	21.50	22.02	22.62	23.17	23.75	24.33	24.95	25.57	25.57	26.60	27.70	28.78	29.88	31.08	31.86	32.66	
4	LPN	20.99	21.50	22.02	22.62	23.17	23.75	24.33	24.95	25.57	25.57	26.60	27.70	28.78	29.88	31.08	31.86	32.66	
4	LPN CLINICAL COORD	20.99	21.50	22.02	22.62	23.17	23.75	24.33	24.95	25.57	25.57	26.60	27.70	28.78	29.88	31.08	31.86	32.66	
4	BEREAVEMENT SVCS ASST	20.99	21.50	22.02	22.62	23.17	23.75	24.33	24.95	25.57	25.57	26.60	27.70	28.78	29.88	31.08	31.86	32.66	
4	TEAM ASSISTANT	20.99	21.50	22.02	22.62	23.17	23.75	24.33	24.95	25.57	25.57	26.60	27.70	28.78	29.88	31.08	31.86	32.66	
4	PHYSICAL THERAPY ASST	20.99	21.50	22.02	22.62	23.17	23.75	24.33	24.95	25.57	25.57	26.60	27.70	28.78	29.88	31.08	31.86	32.66	
5	VOLUNTEER SVCS COORD	19.84	20.33	20.85	21.38	21.91	22.44	23.03	23.60	24.18	24.18	25.15	26.18	27.21	28.24	29.38	30.12	30.87	
6	SCHEDULING OFFICE ASST	17.06	17.46	17.88	18.33	18.79	19.26	19.76	20.25	20.76	20.76	21.57	22.47	23.36	24.26	25.23	25.86	26.50	
7	VOLUNTEER SVCS ASST	16.08	16.24	16.63	17.06	17.46	17.88	18.33	18.79	19.26	19.26	20.04	20.87	21.70	22.53	23.43	24.02	24.61	
7	CLINICAL SUPPORT SECRETARY	16.08	16.24	16.63	17.06	17.46	17.88	18.33	18.79	19.26	19.26	20.04	20.87	21.70	22.53	23.43	24.02	24.61	
8		16.08	16.08	16.08	16.22	16.63	17.06	17.45	17.87	18.32	18.32	19.09	19.88	20.65	21.44	22.28	22.82	23.39	
A	HOME HEALTH AIDE	16.08	16.08	16.08	16.08	16.30	16.71	17.12	17.54	17.99	17.99	18.71	19.48	20.25	21.00	21.84	22.37	22.93	
B	MEDICAL RECORDS CLERK	16.08	16.08	16.08	16.08	16.30	16.71	17.12	17.54	17.99	17.99	18.71	19.48	20.25	21.00	21.84	22.37	22.93	
8		17.08	17.08	17.08	17.08	17.30	17.71	18.12	18.54	18.99	18.99	19.71	20.48	21.25	22.00	22.84	23.37	23.93	
BL	MATERIALS MANAGEMENT CLERK LD	30.59	31.38	32.17	32.99	33.78	34.66	35.50	36.35	37.28	37.28	38.79	40.39	41.98	43.59	45.32	46.45	47.61	
2	RN STAFF																		

Appendix "B"

To the Agreement Between

PROVIDENCE SOUNDHOMECARE & HOSPICE and DISTRICT 1199 NW, SEIU

Effective 2/28/2020

		1	2	3	4	5	6	7	8	9	10	11	13	15	17	19	21	22
Grade	Lawson Step	1	2	3	4	5	6	7	8	9	10	11	13	15	17	19	21	22
	Contract Step	BASE	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	21
1	OCCUPATIONAL THERAPIST	37.71	38.58	39.47	40.33	41.15	42.03	42.90	43.76	44.62	45.48	46.05	46.05	46.62	47.18	48.04	49.26	50.49
1	PHYSICAL THERAPIST	37.71	38.58	39.47	40.33	41.15	42.03	42.90	43.76	44.62	45.48	46.05	46.05	46.62	47.18	48.04	49.26	50.49
1	SPEECH THERAPIST	37.71	38.58	39.47	40.33	41.15	42.03	42.90	43.76	44.62	45.48	46.05	46.05	46.62	47.18	48.04	49.26	50.49
3	BEREAVEMENT COUNSELOR	25.92	26.56	27.25	27.93	28.62	29.32	30.08	30.82	31.61	32.87	34.23	34.23	35.58	36.95	38.38	39.34	40.34
3		25.92	26.56	27.25	27.93	28.62	29.32	30.08	30.82	31.61	32.87	34.23	34.23	35.58	36.95	38.38	39.34	40.34
A	MEDICAL SOCIAL WORKER	21.30	21.82	22.35	22.96	23.52	24.11	24.69	25.32	25.95	27.00	28.12	28.12	29.21	30.33	31.55	32.34	33.15
4	LPN	21.30	21.82	22.35	22.96	23.52	24.11	24.69	25.32	25.95	27.00	28.12	28.12	29.21	30.33	31.55	32.34	33.15
4	LPN CLINICAL COORD	21.30	21.82	22.35	22.96	23.52	24.11	24.69	25.32	25.95	27.00	28.12	28.12	29.21	30.33	31.55	32.34	33.15
4	BEREAVEMENT SVCS ASST	21.30	21.82	22.35	22.96	23.52	24.11	24.69	25.32	25.95	27.00	28.12	28.12	29.21	30.33	31.55	32.34	33.15
4	TEAM ASSISTANT	21.30	21.82	22.35	22.96	23.52	24.11	24.69	25.32	25.95	27.00	28.12	28.12	29.21	30.33	31.55	32.34	33.15
4	PHYSICAL THERAPY ASST	21.30	21.82	22.35	22.96	23.52	24.11	24.69	25.32	25.95	27.00	28.12	28.12	29.21	30.33	31.55	32.34	33.15
5	VOLUNTEER SVCS COORD	20.14	20.63	21.16	21.70	22.24	22.78	23.38	23.95	24.54	25.53	26.57	26.57	27.62	28.66	29.82	30.57	31.33
6	SCHEDULING OFFICE ASST	17.32	17.72	18.15	18.60	19.07	19.55	20.06	20.55	21.07	21.89	22.81	22.81	23.71	24.62	25.61	26.25	26.90
7	VOLUNTEER SVCS ASST	16.32	16.48	16.88	17.32	17.72	18.15	18.60	19.07	19.55	20.34	21.18	21.18	22.03	22.87	23.78	24.38	24.98
7	CLINICAL SUPPORT SECRETARY	16.32	16.48	16.88	17.32	17.72	18.15	18.60	19.07	19.55	20.34	21.18	21.18	22.03	22.87	23.78	24.38	24.98
8		16.32	16.32	16.32	16.46	16.88	17.32	17.71	18.14	18.59	19.38	20.18	20.18	20.96	21.76	22.61	23.16	23.74
A	HOME HEALTH AIDE																	
8		16.32	16.32	16.32	16.32	16.54	16.96	17.38	17.80	18.26	18.99	19.77	19.77	20.55	21.32	22.17	22.71	23.27
B	MEDICAL RECORDS CLERK																	
8		17.32	17.32	17.32	17.32	17.54	17.96	18.38	18.80	19.26	19.99	20.77	20.77	21.55	22.32	23.17	23.71	24.27
BL	MATERIALS MANAGEMENT CLERK LD																	
2	RN STAFF	31.05	31.85	32.65	33.48	34.29	35.18	36.03	36.90	37.84	39.37	41.00	41.00	42.61	44.24	46.00	47.15	48.32

APPENDIX "C"

To the Agreement Between PROVIDENCE SOUNDHOMECARE & HOSPICE and
SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199 NW

Clinical Job Classifications

Staff Nurse-RN RN Team Leader RN Liaison

RN/LPN Authorization Case Manager

Staff Nurse-LPN

LPN Clinical Coordinator LPN/RN Intake Coordinator Home Health Aide

Physical Therapist Occupational Therapist Speech/Language Pathologist Physical Therapy
Assistant

Certified Occupational Therapy Assistant

Medical Social Worker Community Health Worker Bereavement Services Counselor
Bereavement Services Assistant Hospice Spiritual Care Coordinator

APPENDIX "D"

To the Agreement Between PROVIDENCE SOUNDHOMECARE & HOSPICE and

SERVICE EMPLOYEES INTERNATIONAL UNION

DISTRICT 1199 NW

ALTERNATIVE WORK SCHEDULE

10-HOUR SCHEDULE

This work schedule is established for employees in compliance with Section 7.4 of this Collective Bargaining Agreement.

1. General Description. When mutually agreeable to the Agency and an individual employee, the employee may elect an alternative work schedule consisting of ten (10) hour shifts.
2. Eligibility Requirements. The number of 10-hour positions established in any work area will depend on patient care and other staffing considerations as determined by the Employer, based upon established criteria.

Positions will be filled on the basis of seniority, provided that skill, competence and ability are considered equal in the opinion of the Employer, based upon established criteria.

3. Normal Work Day. The normal work day will consist of ten (10) hours of work to be completed within ten and one-half (10-1/2 consecutive hours).
4. Normal Work Period. The normal work period will consist of forty (40) hours of work within a seven (7) day period.
5. Weekend. The weekend will begin at 8 a.m. on Saturday and will end at 8 a.m. on Monday.
6. Pay Rate for Weekend Work. Employees electing this schedule will be paid a premium consistent with Article 9.7.
7. Regular Rate. The regular rate of pay will be the sum of the employee's base pay rate plus shift differential, if applicable.
8. Shift Differential. The applicable shift differential will be paid when the majority of hours worked fall between 4:30 p.m. and 10:00 p.m. (9.1).
9. Charge Nurse Pay. Charge nurse pay will be paid for all hours worked in a charge employee capacity.
10. Lead Position. Those working in a lead position will be paid for all hours worked in a lead employee capacity.

11. PTO. PTO will be paid at the employee's regular rate of pay.
12. EIB. EIB will be accrued on the basis of hours paid up to 173.3 hours per month. EIB will be paid at the employee's regular rate of pay.
13. Holidays. Employees assigned to this work schedule will be required to work on holidays, in accordance with their work area's rotation roster.
14. Meals and Rest Periods. Meal periods and rest periods will be administered in accordance with state law (WAC 296-126-092). Employees assigned to this work schedule will receive a one-half (1/2) hour unpaid meal period during each 10-hour work shift. Meal periods will occur as near the middle of the shift as is practical. Employees will be allowed two (2) rest periods of fifteen (15) minutes each during each 10-hour shift.
15. Overtime. Overtime will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for time worked beyond the normal 40-hour work week.

APPENDIX "E"

To the Agreement Between

PROVIDENCE SOUNDHOMECARE & HOSPICE

and

SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199 NW

ALTERNATIVE WORK SCHEDULE

12-HOUR SCHEDULE

This work schedule is established for employees in compliance with Section 7.4 of this Collective Bargaining Agreement.

1. General Description. When mutually agreeable to the Agency and an individual employee, the employee may elect an alternative work schedule consisting of twelve (12) hour shifts.
2. Eligibility Requirements. The number of 12-hour positions established in any work area will depend on patient care and other staffing considerations as determined by the Employer, based upon established criteria. Positions will be filled on the basis of seniority, provided that skill, competence and ability are considered equal in the opinion of the Employer, based upon established criteria.
3. Normal Work Day. The normal work day will consist of twelve (12) hours of work to be completed within twelve and one-half (12-1/2 consecutive hours).
4. Normal Work Period. The normal work period will consist of forty (40) hours of work within a seven (7) day period.
5. Weekend. The weekend will begin at 8 a.m. on Saturday and will end at 8 a.m. on Monday.
6. Pay Rate for Weekend Work. Employees electing this schedule will be paid a premium consistent with Article 9.7.
7. Regular Rate. The regular rate of pay will be the sum of the employee's base pay rate plus shift differential, if applicable, plus charge nurse pay, if applicable.
8. Shift Differential. The applicable shift differential will be paid when the majority of hours worked fall between 4:30 p.m. and 10:00 p.m. (9.1).
9. Charge Nurse Pay. Charge nurse pay will be paid for all hours worked in a charge employee capacity.
10. Lead Position. Those working in a lead position will be paid for all hours worked in a lead employee capacity.

11. PTO. PTO will be paid at the employee's regular rate of pay.
12. EIB. EIB will be accrued on the basis of hours paid up to 173.3 hours per month. EIB will be paid at the employee's regular rate of pay.
13. Holidays Employees assigned to this work schedule will be required to work on holidays, in accordance with their work area's rotation roster.
14. Meals and Rest Periods. Meal periods and rest periods will be administered in accordance with state law (WAC 296-126-092). The twelve (12) hour weekend shift schedule shall provide for a twelve (12) hour work day consisting of either thirteen (13) consecutive hours with two (2) thirty (30) minute unpaid meal periods, or, if mutually agreeable to the Employer and the employee, twelve and one-half (12-1/2) consecutive hours with one (1) thirty (30) minute unpaid meal period. Meal periods will occur as near the middle of the shift as is practical. Employees shall be allowed two fifteen (15) minute rest periods, one fifteen (15) minute period to be taken during each half of the shift.
15. Overtime. Overtime will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for time worked beyond the normal 40-hour work week.

APPENDIX "F"

To the Agreement Between PROVIDENCE SOUNDHOMECARE & HOSPICE and

SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199 NW

ALTERNATIVE WORK SCHEDULE Evening/Night Coordinator (On-Call)

1. The service area will be divided (for on-call purposes) into two parts. The northern part is described as anything to the north and west of I-5, and, anything within and north of the town of Littlerock. The southern part will be responsible for the remainder, i.e. everything south of Littlerock and east of I-5.
2. Two sets of two RNs will work alternate weeks rotating with each other in their part of the service area (seven days on, seven days off, etc.)
3. Work (on-site) responsibilities will begin at 2 p.m. and end at 10 p.m. for each of the seven days worked at hourly rate. On-Call responsibilities begin at 6 p.m. and end at 8 a.m. (compensation at \$3.00/hr. after 10 p.m.).
4. Staff will have an expectation of 28 scheduled visits to make in the course of their work week. For the purposes of this requirement, admit visits will have the weight of two regular (non-admit) visits regarding the fulfillment of this requirement. Staff will also make additional home visits to patients as needed in their professional opinion at any time during their work week and will be compensated for those visits.
5. All other RN visiting staff would rotate through a back-up on-call schedule for one or the other half of the service area. This on-call would be paid at \$3.00/hr. for 5 p.m. to 10 p.m., weekdays only.
6. After 10 p.m. on weekdays (after 5 p.m. on weekends) the two on-call RNs would back up each other.
7. These positions will be at a .7 FTE, except for benefit purposes which will be considered at a 1.0 FTE.
8. Evening and weekend premiums will apply.

